



# City Commission Regular Meeting Agenda

Monday, May 06, 2024 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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Public comments are welcomed, but no action can be taken by the Commission on comments received at this meeting. Anyone wishing to have the Commission vote on an item should call the Finance Office at 578-2600 by 5:00 p.m. on the Wednesday preceding the next scheduled meeting to be placed on the agenda.

## 1. **Call to Order and Pledge of Allegiance**

- a. Swear In and taking Oath of Office  
Commissioners - Sharon Martinisko and Blake Joseph  
City Attorney - Quentin Riggins

## 2. **Roll Call**

- a. Commission Department Appointments  
David Ruth Jr. – Commissioner of Finance & Revenue and Chamber of Commerce Representative  
Charlie Struble - Commissioner of Public Safety (Police & Fire) and Commission President  
Sharon Martinisko - Commissioner of Parks, Recreation & Events, Library Representative and Council of Local Governments Representative  
Michael Johnson - Commissioner of Public Works & Utilities, Parking & Transportation and Deadwood History Board Member  
Blake Joseph- Commissioner of Historic Preservation and Planning & Zoning

## 3. **Approve Minutes**

- [a.](#) Approval of April 15, 2024 City Commission minutes

## 4. **Approve Bills**

- [a.](#) Approval of Bill List for May 6, 2024 and additional bills

## 5. **Items from Citizens on Agenda**

- a. Department of Agricultural and Natural Resources (DANR) Secretary's Award for Drinking Water Excellence (23 consecutive years) and recognition of Deadwood's system operators - Cory Percy, Steven Henderson and Troy Jassman
- [b.](#) Proclamation declaring May 1 - May 7, 2024 as Youth Week in City of Deadwood
- [c.](#) Proclamation declaring May 12 - May 18, 2024 as Police Week in City of Deadwood
- [d.](#) Proclamation declaring the Month of May 2024 as National Historic Preservation Month in the City of Deadwood

## 6. Consent Agenda

Matters appearing on Consent Agenda are expected to be non-controversial and will be acted upon by the Commission at one time, without discussion, unless a member of the Commission requests an opportunity to address any given item. Items removed from the Consent Agenda will be discussed at the beginning of New Business.

- a. Permission to hire Greg Nelson as Parks Seasonal Tech at \$17.60 per hour effective May 7, 2024, pending pre-employment screening.
- b. Permission to hire Priscilla Mund as Parks Seasonal Tech at \$17.60 per hour effective May 13, 2024, pending pre-employment screening.
- c. Permission to hire seasonal Mt Moriah ticket booth attendants Gertrude Anderson, Douglas White, Barbara Hughes, David Trentz, Sandra Parsons and Ruth Durst at \$16.00 per hour effective May 13, 2024 pending pre-employment screening.
- d. Permission to hire Kashton Dillman for seasonal Parks position at \$16.00 per hour effective May 13, 2024, pending pre-employment screening.
- e. Permission to accept resignation of Police Officer Brian Remmers effective April 25, 2024.
- f. Permission to advertise in-house for 5 days and then in official newspaper for one full-time police officer position. (\$26.79 per hour for Certified and \$24.22 for Non-Certified)
- g. Permission to promote Hailey Trewhella to half-time (29 hours per week with 1/2 time benefits per employee handbook) Rec Center front desk receptionist at \$16.00 per hour, effective May 7, 2024.
- h. Permission to hire Archives intern, Samantha Hamann, beginning May 6, 2024 to August 23, 2024 at \$16.00 per hour pending pre-employment screening.
- i. Approve recommendation from Mayor Ruth to appoint Jesse Allen and Anita Knipper to three-year terms on the Historic Preservation Commission beginning June 1, 2024 and ending May 31, 2027.
- j. Resolution 2024-12 Transferring BID 7 Funds from ZCN, LLC to SGMSD, LLC
- k. Resolution 2024-13 In Support of Application to Occupy SD Department of Transportation Highway Right of Way for Days of '76 Parade July 26 and 27, 2024
- l. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchases and Warranty Deed for Sierra Sims.
- m. Permission to accept letters from Cadillac Jacks, Silverado and Tin Lizzie requesting three year extension on city slot machine lease, as allowed by contracts.
- n. Renew 2024-2025 Malt Beverage Licenses, pending payment of property tax and BID taxes.
- o. Permission for Finance Officer to sign lease with DeAngelo Contracting Services to allow use of Public Works shop parking area as a lay-down yard for the month of May with lease rent of \$500.00.



- p. Permission for Mayor to sign the Easement Agreement with Worg Den, LLC for the installation of the Tootsie sign at 667 Main Street.
- q. Permission for the Mayor to sign Agreement to Execute Easement with Jobman Living Trust for portions of the infrastructure improvements associated with the FEMA Whitewood Creek Restoration project.
- r. Acknowledge Mayor's signature on the Recreation Trail program Project Agreement between State of South Dakota and City of Deadwood for the Deadwood OHV Trailhead Parking Area grant in the amount of \$246,527.00.
- s. Permission for the Mayor to sign contract with Complete Concrete, Inc. for FEMA Project Phase 1A - 1B in the amount of \$1,772,423.00. (Awarded April 15, 2024).
- t. Permission for Mayor to sign agreement with Rob Bozell for Four Points Faunal Analysis Project.
- u. Permission to pay Jacobs Welding for the repair of five bucking chutes for the '76 Arena in the amount of \$2,500.00 (To be paid by Parks Professional Services, reimbursed by ISOC Racing.)
- v. Permission for Jacobs Welding to fabricate 8 hinges and install gates for the '76 Arena Bucking chutes in an amount not to exceed \$6,204.85. (To be paid by HP Capital Assets.)
- w. Permission to hire Straight Line Striping to stripe Lee, Sherman, Deadwood, Pine and Main Street in the amount not to exceed \$13,566.20. (To be paid by Street Professional Services line item.)
- x. Acknowledge termination of office space lease with Red Road Inc. effective May 31, 2024.
- y. Allow use of public property for The Big Mick: Sherman Street Lot Saturday, June 15, 2024.
- z. Permission to purchase signage package for the new Sherman Lot trolley stop from Brandon Industries in an not to exceed \$2,671.00. (To be paid by City funding with possible match back from FEMA funding.)
- aa. Acknowledge grant submitted by Deadwood Historic Preservation Office (Archives) to Mary Chilton DAR Foundation in the amount of \$4,000.00 for digitization of bank ledger books
- bb. Permission to terminate street parking lease with the Iron Horse Inn effective April 30, 2024. (Recommendation from the Parking and Transportation Committee).

7. **Bid Items**

- a. Set City slot machine auction date at 10:00 a.m. on June 5, 2024 at Deadwood City Hall for lease of ten (10) city slot machines, to be auctioned in two blocks of five.

8. **Public Hearings**

- a. Hold public hearing for Convention Center (on-sale) Liquor (CL-0510), Retail (on-off sale) Malt Beverage & SD Farm Wine (RB-21329) and Retail (on-off sale) Wine and

Cider (RW-21330) License transfers from ZCN, LLC to SGMSD, LLC dba Deadwood Mountain Resort.

- b. Set public hearing on May 20 for Bev's Poker Run: Main Street Parking from Wall to Lee Street (southwest side only) from 5:00 p.m. to 10:00 p.m. on Sunday, June 23, 2024.

9. **Old Business**

10. **New Business**

- a. Act as Board of Adjustment to approve/deny the Temporary Vendor Application - Back When They Bucked - Black Horse Brew, LLC - Maria Roghair. (Approved by Planning and Zoning Commission on May 1, 2024).
- b. Act as Board of Adjustment to approve the Application for Plat - Adjust Lot Lines - 288 Williams Street legally described as: Plat of Lots 1 and 2 of Probate Lots 354 and 508; formerly Probate Lot 354 except the west 11' thereof and Probate Lot 508 and the west 11' of Probate Lot 354; City of Deadwood, Lawrence County, South Dakota. (Approved by the Planning and Zoning Commission on May 1, 2024.)
- c. Act as the Board of Adjustment and accept the Planning and Zoning Commission annual C.U.P. review conducted on May 1, 2026 for 63 Stewart Street - Do or Donut - Home Based Business; 28 Lincoln Avenue - The Backyard Cottage - Bed and Breakfast Establishment; and 771 Main Street - The Tucker Inn - Bed and Breakfast Establishment.
- d. First Reading of Ordinance #1397 to Amend Chapter 17.53 - Transient Commercial Use of Property
- e. First Reading Ordinance # 1398 Budget Supplement 3 for 2024
- f. Resolution 2024-11 Declaring a portion of Miller Street parcel (Tract 3 of Block 30) as surplus property
- g. Declare Plat 2024-1009, legally described as Plat of Tract 3 of Block 30, O.T. Deadwood; being a portion of tract 1 of the Miller Street subdivision; City of Deadwood, Lawrence County, South Dakota, as surplus and transfer to Deadwood Lead Economic Development.
- h. Accept Change Order No. 1 in the amount of \$25,970.00 for additional work identified by Chime Master Systems, Inc. for restoration of the chimes system at the Adams Museum (original project dated 2019) bringing total project to \$69,790.00. (Restoration of chimes to be split between Deadwood History, Inc. and Deadwood Historic Preservation)
- i. Permission to hire Feuillerat Welding LLC for the installation of the Tootsie Sign at its original location at a cost not to exceed \$9,306.25 (To be paid by HP Public Education line item.)
- j. Permission for Tim Peterson from Flat Earth Art Co. to remove, recondition and reinstall two 48"x 60" Mount Moriah Gift shop signs at a cost not to exceed \$8,685.00. (To be paid by Historic cemetery budget.)

- k. Permission to engage Tallgrass Landscape Architecture, LLC to develop design plans for a library "Garden" area for the rear yard of the Deadwood Public Library at a cost not to exceed \$13,205.00. (To be paid by HP Capital Assets line item.)
- l. Permission to hire PSP Metal Solutions to build 15 sets of flower arms for Sherman Street at a cost of \$5,200.05. (To be paid from HP Capital Assets line item)
- m. Permission to hire Utility Services to perform leak detection on all City owned water lines at an amount not to exceed \$3,621.00. (To be paid by Water Professional Services line item.)
- n. Permission to accept the low quote of \$46,972.00 for mill and overlay on Van Buren and Adams Street from Johner Paving. (To be paid by Streets Improvements line item.)
- o. Permission to hire MCD Sealcoating to crack fill and sealcoat the HARCC and Sherman Lots at a price not to exceed \$33,848.73. (To be paid by FEMA line items.)
- p. Permission to purchase benches and trash cans from Victor Stanley in the amount not to exceed \$18,101.00. (To be paid by City funding with possible match back from FEMA funding.)
- q. Permission to hire Black Hills Asphalt to crack seal First Ward, sealcoat and crack seal Roosevelt and Stage Run Road at a cost not to exceed \$20,640.33. (To be paid by Streets repairs budget.)

**11. Informational Items and Items from Citizens**

- a. Spring Clean Up Week - May 6 - 11, 2024. Any questions, please contact Public Works at 605-578-3082.
- b. Raffle permit received from Lead Deadwood Area Lions Club. Drawing will be held Saturday, September 28, 2024.
- c. Raffle permit received from Northern Hills Republican Women. Drawing will be held October 28, 2023.

**12. Executive Session**

- a. Executive Session for Personnel Matters per SDCL1-25-2 (1) w/ possible action  
Executive Session for Legal Matters per SDCL1-25-2 (3) w/ possible action

**13. Adjournment**

This will be a public Meeting conducted through Zoom. To participate, join Zoom Meeting

URL: <https://us02web.zoom.us/j/6055782082?pwd=Z1QrRXhXaXp4eStPSjg2YjVTNUtZQT09>  
 Meeting ID: 605 578 2082  
 Password: 1876  
 One tap mobile: 669-900-9128

*Please be considerate of others and if you no longer have business activities during the meeting, do not feel obligated to remain.*

**REGULAR MEETING, APRIL 15, 2024****Canvass Election**

Acting as Board of Canvass, Todd moved, Struble seconded to approve the election results and sign Official Canvass Sheet for April 9, 2024 municipal election. Roll Call: Aye-Ruth Jr., Struble, Todd. Motion carried.

**Two (2) Three-Year Term for City Commission**

Sharon Martinisko	175
Blake Joseph	178
Todd Weber	162

The Regular Session of the Deadwood City Commission convened on Monday, April 15, 2024 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Michael Johnson, Sharon Martinisko, Charlie Strubel and Gary Todd. All motions passed unanimously unless otherwise stated.

**APPROVAL OF MINUTES**

Martinisko moved, Struble seconded to approve the minutes of April 1, 2024. Roll Call: Aye-All. Motion carried.

**APPROVAL OF DISBURSEMENTS**

Struble moved, Todd seconded to approve the April 15, 2024 disbursements. Roll Call: Aye-All. Motion carried.

A & B WELDING	SUPPLIES	113.01
A & J SUPPLY	SUPPLIES	13.98
ACE HARDWARE	SUPPLIES	97.15
ADAMS SALVAGE RECYCLING	SERVICE	58.54
ALBERTSON ENGINEERING	PROJECT	17,512.99
AMAZON	SUPPLIES	996.86
AMERICAN ENGINEERING TESTING	PROJECT	1,785.00
ANDERSON, GERTRUDE	ELECTION	200.00
BH CHEMICAL	SUPPLIES	533.30
BH ENERGY	SERVICE	28,077.48
BH PIONEER	SERVICE	1,077.90
BH SECURITY	SERVICE	3,041.85
BH TENT & AWNING	SUPPLIES	3,779.55
BLACK HILLS WINDOW CLEANING	CLEANING	931.00
BLACKSTRAP	SUPPLIES	4,527.04
CENTURY BUSINESS PRODUCTS	SERVICE	313.09
CHAINSAW CENTER	SUPPLIES	290.16
CIVICPLUS	SERVICE	940.00
COMPLETE CONCRETE	PROJECT	38,070.00
CONTRACTOR'S SUPPLY	SUPPLIES	490.00
CULLIGAN	SUPPLIES	166.80
DAKOTA SUPPLY GROUP	SUPPLIES	1,687.61
DAYS OF '76 MUSEUM	PERFORMANCE	5,000.00
DEADWOOD ALIVE	APRIL	20,000.00
DEADWOOD CHAMBER	SERVICE	1,399.20
DEADWOOD HISTORY	ALLOCATION	110,630.00
DEAL, NADIA	REFUND	25.00
DEFENSIVE EDGE TRAINING	REGISTRATION	550.00
DEMCO	SUPPLIES	140.08
ENTERPRISE RENT-A-CAR	REFUND	25.00
FIB CREDIT CARDS	SUPPLIES	4,588.02
FMG ENGINEERING	PROJECT	9,500.00
FRANKLIN BRONZE PLAQUES	SUPPLIES	70.00
GALLS	UNIFORMS	44.95
GOLDEN WEST	SERVICE	4,165.48
GUNDERSON, PALMER, NELSON	SERVICE	3,058.00
HAWKINS	SUPPLIES	3,515.00
INTERSTATE ENGINEERING	PROJECT	4,581.86
IPS GROUP	SERVICE	7,753.10
KALMIKOV ENTERPRISES	SUPPLIES	387.67
KNECHT	SUPPLIES	119.47
KONE	MAINTENANCE	564.03
KUCHENBECKER, KEVIN	REIMBURSEMENT	171.89
LAWRENCE CO. REGISTER	SERVICE	30.00
LEAD-DEADWOOD SANITARY	SERVICE	21,292.97
LOOKOUT PLAN + CODE CONSUL	SERVICE	91.20
LYNN'S	SUPPLIES	22.97
MCGRATH, RHONDA	REIMBURSEMENT	14.00
MID-AMERICAN RESEARCH CHEM	SUPPLIES	1,676.15
MIDWEST TAPE	SUPPLIES	118.07
MOHR, TRENT	REIMBURSEMENT	14.00
MORRISON, RONDA	SERVICE	1,760.00
MS MAIL	SERVICE	55.00
NELSON, GREG	CONSULTING	483.64
NHS OF THE BLACK HILLS	SERVICE	3,567.90

**REGULAR MEETING, APRIL 15, 2024**

PENNINGTON COUNTY FIRE ADM	SUPPLIES	2,745.60
PETERSON, TERESA	ELECTION	224.00
PFARR, JOYCE	ELECTION	200.00
QUIK SIGNS	SERVICE	137.00
RAMKOTA HOTEL	CONFERENCE	212.00
RCS CONSTRUCTION	PROJECT	76,320.00
ROBITAILLE, PAUL	REIMBURSEMENT	105.01
SAFE LIFE DEFENSE	UNIFORMS	506.52
SANDER SANITATION	SERVICE	12,834.16
SCOTT PETERSON MOTORS	SUPPLIES	291.24
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD DEPT. OF LABOR	SERVICE	3,084.00
SD MUNICIPAL LEAGUE	TRAINING	150.00
SODAK TITLE	SERVICE	240.00
SOUTHSIDE OIL	FUEL	15,080.96
SOUTHSIDE SERVICE	SERVICE	30.00
STAN HOUSTON EQUIP	SUPPLIES	329.25
STURGIS RESPONDER SUPPLY	UNIFORMS	15.00
SUNSHINE TOWING	SERVICE	160.00
TEAM LABORATORY CHEMICAL	SUPPLIES	661.50
TOWEY DESIGN GROUP	PROJECT	1,575.45
TREE WISE MEN	SERVICE	4,800.00
US DEPT.OF THE INTERIOR	SERVICE	155.29
USA BLUEBOOK	SUPPLIES	233.65
VERIZON CONNECT	SERVICE	171.60
VIEHAUSER ENTERPRISES	SERVICE	20.00
VIGILANT BUSINESS SOLUTION	TESTING	1,189.60
WELLMARK	INSURANCE	47,324.95
WESTERN COMMUNICATIONS	SUPPLIES	617.19
WINZER	SUPPLIES	234.13

Total \$509,595.61

**ITEMS FROM CITIZENS ON AGENDA****Commendation**

Police Chief Shafer along with Lieutenant Smith from City of Spearfish, presented Sergeant Jim Olson with a commendation award for his service during an investigation. His involvement was critical, without his guidance and assistance, the drug trafficking organization would not have been dismantled. Shafer was honored to recognize Olson's efforts in protecting the community, being a team player, offering experience and knowledge and representing the Deadwood Police Department. Commission thanked him for his service.

**CONSENT**

Struble moved, Martinisko seconded to omit item 6K for separate consideration and approve the following consent items. Roll Call: Aye-All. Motion carried.

- A. Permission to hire Tyler Martin as part-time lifeguard at \$16.00 per hour effective April 18, 2024 pending pre-employment screening.
- B. Permission to accept resignation of Police Officer Ashley Thompson effective April 11, 2024.
- C. Permission to advertise in-house for 5 days and then in official newspaper for one full-time police officer position. (\$26.79 per hour for Certified and \$24.22 for Non-Certified)
- D. Permission to extend up to 23 hours of vacation time for Patricia Brown until May 31, 2024.
- E. Confirm Mayor's appointment of Michael Runge to the Deadwood History, Inc. Board of Directors for three-year term from June 1, 2024 to May 31, 2027 as a representative of the Deadwood Historic Preservation Commission.
- F. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchases and Warranty Deed for Jeremiah and Faith Chasteen.
- G. Permission to approve recommendation from Parking & Transportation Committee to allow free ridership on City trolleys during Kool Deadwood Nites (Wednesday, August 21, 2024 through Sunday, August 25, 2024). Acknowledge \$20,000.00 of contributions (BID 8 - \$10,000 and BID 1-6 - \$10,000.00) to the City from sponsors to offset Trolley revenue for event.
- H. Allow use of public property at the Event Complex for Lead Deadwood Youth Football and Cheer Thursday, August 1 through Wednesday, October 30, 2024 pending proof of insurance.
- I. Allow use of public property at the Event Complex on Thursday, September 19 through Saturday, September 21, 2024 for Black Hills Jeep Jamboree. Fees and Deposit have been received.
- J. Allow use of public property at the Event Complex for Trunk or Treat from 3:00 p.m. to 5:00 p.m. on Saturday, October 26, 2024.

**REGULAR MEETING, APRIL 15, 2024**

- K. Removed for separate consideration.
- L. Permission for Mayor to sign contract with K4 Trails for the Fuller Brothers Trail System project in the amount of \$90,475.00.
- M. Approve Special Alcohol License for Saloon #10 to serve liquor at Event Complex from noon to 10:00 p.m. Friday, June 7 and Saturday, June 8, 2024 for PBR Event. No public hearing necessary since license is on publicly owned property.
- N. Permission for Mayor to sign Verizon Connect Services agreement to update vehicle tracking subscription for five trolleys.
- O. Permission to purchase 5500 gallons of non-ethanol gas at \$3.15 per gallon from Southside Oil. (To be paid out of the Streets supplies budget.)
- P. Permission to purchase 5500 gallons of diesel at \$3.57 per gallon from Southside Oil. (To be paid by Streets Supplies budget.)
- Q. Permission to approve two (2) 2024 Livery Applications for Deadwood Alive Inc. per recommendation by Parking and Transportation Committee.
- R. Acknowledge receipt of Deadwood Public Library 2023 annual survey which has been submitted to the SD State Library.

**BID ITEMS****Results (Continued from April 1)**

Planning, Zoning and Historic Preservation Officer Kuchenbecker stated staff reviewed and recommends approval to low bidder Highpoint Siteworks. Martinisko moved, Johnson seconded to award low bid to Highpoint Siteworks in the amount of \$24,160.00 for White Rocks Trail System Project. Roll Call: Aye-All. Motion carried.

**Results**

Mayor Ruth Jr. stated 2 bids were received for the Whitewood Creek Restoration Bid Package 2 on April 9, 2024 at 2:00 as advertised.

Complete Concrete - Base Bid Site 1A - \$449,300.00; Base Bid Site 1B - \$1,192,123.00; Base Bid Overall - \$1,641,423.00; Bid Alternate #1 - \$131,000.00

RCS Construction - Base Bid Site 1A- \$934,355.00; Base Bid Site 1B - \$1,897,334.00; Base Bid Overall - \$2,831,689.00; Bid Alternate #1 - \$154,235.00

Kuchenbecker spoke about the project and recommends approval to low bidder Complete Concrete. Martinisko moved, Johnson seconded to award low bid to Complete Concrete in the amount of Base Bid Site 1A - \$449,300.00; Base Bid Site 1B - \$1,192,123.00; Base Bid Overall - \$1,641,423.00; Bid Alternate #1 - \$131,000.00 for Phase 1A and 1B Whitewood Creek Restoration (FEMA Project.) Roll Call: Aye-All. Motion carried.

**Results**

Mayor Ruth Jr. stated 1 bid was received for the Elevator Modernization/Cab-Entrance Replacement on April 10, 2024 at 2:00 as advertised.

KONE, Inc. - \$538,000.00

Parking and Transportation Officer Lux spoke about the project and recommends rejecting bid due to incorrect dates for substantial completion. Martinisko moved, Johnson seconded to reject bid for Elevator Modernization/Cab Entrance Replacement and allow staff to receive quotes. Roll Call: Aye-All. Motion carried.

**Advertise**

Martinisko moved, Johnson seconded to advertise and set bid opening for Welcome Center Trail (aka Boardwalk) for 2:00 p.m. on May 14, 2024 with results to the City Commission on May 20, 2024. Roll Call: Aye-All. Motion carried.

**PUBLIC HEARINGS****Mickelson Trail Post Race Party**

Public hearing was opened at 5:16 p.m. by Mayor Ruth Jr. Bobby Rock, Outlaw Square, was present to answer questions. Hearing closed.



**REGULAR MEETING, APRIL 15, 2024**

Struble moved, Martinisko seconded to approve open container in zone 4 from 1:00 p.m. to 6:00 p.m. on Sunday, June 2, 2024. Roll Call: Aye-All. Motion carried.

**PBR**

Public hearing was opened at 5:17 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was present to answer questions. Discussion was held concerning pyrotechnics. Hearing closed. Martinisko moved, Struble seconded to approve open container from noon to 10:00 p.m. on Friday, June 7 and Saturday, June 8, fireworks display at 6:00 p.m. each day and waiver of user fees Monday, June 3 through Sunday, June 9, 2024 each day at the Event Complex pending final approval of application with the Fire Department for pyrotechnics. Roll Call: Aye-All. Motion carried.

**Shrine Circus**

Public hearing was opened at 5:20 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was present to answer questions. Hearing closed. Todd moved, Struble seconded to approve waiver of user fees at Event Complex on Friday, June 21 and Saturday, June 22, 2024. Roll Call: Aye-All. Motion carried.

**Weekend Freedom Concerts**

Public hearing was opened at 5:21 p.m. by Mayor Ruth Jr. Bobby Rock, Outlaw Square, was present to answer questions. Hearing closed. Martinisko moved, Johnson seconded to approve open container in zone 1 and 2 from 5:00 p.m. until 10:00 p.m. on Friday, July 5, and noon to 10:00 p.m. on Saturday, July 6; street closure on Deadwood Street from Main Street to Pioneer Way from 7:00 a.m. on Friday, July 5 to 1:00 a.m. on Sunday, July 7, 2024; and closure of Siever Street (if needed) from 7:00 a.m. on Friday, July 5 to 1:00 a.m. on Sunday, July 7, 2024. Roll Call: Aye-All. Motion carried.

**Days of '76**

Public hearing was opened at 5:23 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was present to answer questions. Discussion was held concerning Welcome Center Lot. Hearing closed. Johnson moved, Struble seconded to approve street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street and a portion of 14A from Lower Main Street to Event Complex from 1:00 p.m. until parade ends on Friday, July 26 and from 9:30 a.m. until parade ends on Saturday, July 27; open container Thursday, July 18 through Monday July 29 from 7:00 a.m. to 2:00 a.m. daily at Event Complex; special full temporary liquor license on Sunday, July 21 through Saturday, July 27 from 8:00 a.m. to 10:00 p.m. daily and waiver of user fees Wednesday, July 17 through Monday, July 27 at the Event Complex; use of Welcome Center Lot Monday, July 22 through Thursday, July 25, 2024. Spaces will be open for the Chamber staff and the 18 spots in the northeast side of the lot would not be utilized. Roll Call: Aye-All. Motion carried.

**Harley Davidson Rally Outlaw Square Activation**

Public hearing was opened at 5:26 p.m. by Mayor Ruth Jr. Bobby Rock, Outlaw Square, was present to answer questions. Hearing closed. Martinisko moved, Struble seconded to approve open container in Zone 4, Outlaw Square only from 10:00 a.m. to 10:00 p.m. on the following days: Saturday, August 3, Sunday, August 4, Tuesday, August 6, Wednesday, August 7, Thursday, August 8 and Saturday, August 10; open container in Zone 4, Outlaw Square only from 3:00 p.m. to 10:00 p.m. on the following days: Monday, August 5 and Friday, August 9, 2024. Roll Call: Aye-All. Motion carried.

**Mustang Rally**

Public hearing was opened at 5:27 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was present to answer questions. Hearing closed. Martinisko moved, Johnson seconded to approve street closure, Main Street from Wall to Deadwood Street, and parking on Main Street from Wild Bill Bar to Nugget Saloon, northwest side only from 10:00 a.m. to 2:00 p.m. on Thursday, August 29, 2024. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, APRIL 15, 2024****Deadwood Jam**

Public hearing was opened at 5:29 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was present to answer questions. Hearing closed.

Johnson moved, Martinisko seconded to approve street closure on Deadwood Street from Main Street to Pioneer Way from 8:00 a.m. on Thursday, September 12 to 3:00 a.m. on Sunday, September 15; street closure on Siever Street from 6:00 a.m. to 10:00 p.m. each day on Friday, September 13 and Saturday, September 14 if needed; open container in Zones 1 and 2 on Friday, September 13 from 5:00 p.m. to 10:00 p.m. and Saturday, September 14 from noon to 10:00 p.m.; waiver of banner and vending fees Friday, September 13 and Saturday, September 14, 2024. Roll Call: Aye-All. Motion carried.

**Oktoberfest**

Public hearing was opened at 5:30 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was present to answer questions. Hearing closed.

Struble moved, Martinisko seconded to approve open container in zones 1 and 2 Friday, October 4 from 5:00 to 10:00 p.m. and Saturday, October 5 from noon to 10:00 p.m.; street closure on Main Street from Wall to Deadwood Street from 9:00 a.m. to 6:00 p.m. and waiver of banner fees on Saturday, October 5, 2024. Roll Call: Aye-All. Motion carried.

**Wild West Songwriters**

Public hearing was opened at 5:31 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was present to answer questions. Hearing closed.

Johnson moved, Martinisko seconded to approve open container in zones 1 and 2 on Thursday, October 17 and Friday, October 18 from 5:00 to 10:00 p.m., and Saturday, October 19, 2024 from noon to 10:00 p.m. Roll Call: Aye-All. Motion carried.

**Deadweird**

Public hearing was opened at 5:32 p.m. by Mayor Ruth Jr. Bobby Rock, Outlaw Square, was present to answer questions. Hearing closed.

Struble moved, Martinisko seconded to approve open container in zones 1 and 2 Friday, October 25 from 5:00 p.m. to 10:00 p.m. and Saturday, October 26 from noon to 10:00 p.m.; street closure on Main Street from Wall to Pine from 4:00 p.m. Saturday, October 26 to 6:00 a.m. Sunday, October 27, 2024. Roll Call: Aye-All. Motion carried.

**Set**

Set Public Hearing on May 6 for Convention Center (on-sale) Liquor (CL-0510), Retail (on-off sale) Malt Beverage & SD Farm Wine (RB-21329) and Retail (on-off sale) Wine and Cider (RW-21330) License transfers from ZCN, LLC to SGMSD, LLC dba Deadwood Mountain Resort. Roll Call: Aye-All. Motion carried.

**NEW BUSINESS****Contract (Item 6K)**

Martinisko moved, Johnson seconded to allow Mayor to sign contract with High Point Siteworks for the White Rocks trail system project in the amount of \$24,160.00. (To be paid by BID 8.)

**Resolution**

Finance Officer McKeown spoke about the transfers. Martinisko moved, Johnsons seconded to approve Resolution 2024-09 Interfund Cash Transfers for 2024. Roll Call: Aye-All. Motion carried.

**RESOLUTION 2024-09  
A RESOLUTION TO MAKE THE FOLLOWING INTERFUND CASH  
TRANSFERS FOR THE YEAR 2024**

Be it resolved by the Deadwood City Commission that the City of Deadwood approve the following inter-fund cash transfers, as budgeted, for the year 2024.

From Historic Preservation (Fund 0215) to General Fund (Fund 0101) for impact funds \$1,322,356.00. From Historic Preservation (Fund 0215) to Water Fund (Fund 0602) for impact funds \$160,814.00.

**REGULAR MEETING, APRIL 15, 2024**

From BID 1-6 (0213), BID 7 (0214), BID 8 (0212) and BID 9 (0211) to General Fund (0101) for administration fees for Business Improvement Districts. \$15,000.00 each for a total of \$60,000.00

Dated this 15th day of April, 2024

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

**Resolution**

McKeown spoke about the surplus. Martinisko moved, Johnson seconded to approve Resolution 2024-10 Declare Surplus Property. Roll Call: Aye-All. Motion carried.

**RESOLUTION NO. 2024-10  
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

**BE IT RESOLVED** by the Deadwood City Commission that the City of Deadwood approve the declared surplus and be sold at public online auction conducted by a licensed auctioneering service.

2011 Chevrolet Tahoe - VIN#1GNSK2EO6BR268211

Sink	Trouble Light
McLeod Hand Tool	Shovel
Speaker Horn	3 – 4 Drawer filing cabinets
5 – Portable Light Stands	5 – Portable Lights
Up right Frigid	5 – 5 Shelve Cabinet
Role of Rope	2 – Metal Stands
Plastic Chain Saw Case	Stihl MS 660 Magnum Chain Saw
3 – 28-inch TV's	34-Ince Flat Screen TV
5 Shelve Wooden Book Shelve	VCR
DVD Player	2 – Spotlights
Plastic Sink	4- 100 FT Links of LDH Supply Hose
5-inch Hose that cannot be fixed	Bumper Turret
Top Mount Turret	Bumper/With winch build inside of bumper
Box Compartment/Water Tank	2 Drager Gas Meters with Chargers
1 – Mitre Box	70 – Coin Vaults (Red in Color)
3 – Larger Vaults (Red in Color)	1 – Flex Nozzle Control Oil Container
1 – Belt Tensioner	1 – Fuel Sending Unit for 2017 Ford
1 – Universal Radiator Overflow Device	4 – Fire Hydrants
Craftsman 5 HP Wet/Dry Vac – 12 gallon	Sears – 6.0 HP Wet/Dry Vac 16 gallon
Pool Recirculation Motor	Honda Motor 5.5 HP
Delta Chop Off Saw – Miter Box	Coleman Jump box
Booster Pac – Jump Box	Honda Mower Engine (bent crank)
10 in Round Electrical Box	5 – Motorola CB Radios
2 - Makita Belt Sanders Corded	DeWalt 18V Power Tools
2- Impact Drivers	Sawzall
Skill Saw	3 - Charging Parts (18V)
6 – Batteries (18V)	1999 Kawasaki Motor
2017 PU Box Ford	2020 PU Box Ford
Dewalt Tool Asst 18V	Hobart Welder
Clamb Bucket for Backhoe	2 - Tailgates for Utility Box (Knapheide)
6- Traffic Light Heads	285/75 R 24.5 on Wheel
285/75 R 24.5 New Tires Only	275/80 R 24.5 New Tire Only
4 - 245/70 R 17 Fair to Good Tires	2 - 11 R 22.5 Tires
2 – 385/65 R 22.5 Tires	906M CAT Loader Hood
Tommy Lift for Dodge pickup	2 - Titan 8000 Generators
110 Light Boards for Daktronic Signs	Powermate Maxa 4000 Watts Generator
Titan 8500 Elec Start Generator	HP Compaq LE1911 Monitor
2 – 225R 75 R15 (Cooper Studded Snow Tires)	2003 Chevy Taillight
2 - ADDCO solar Message Boards – don't work	Fire Power Wire Feed
Dakota Bodies Utility Box Tailgate	2018 Ford Pickup Tailgate

**REGULAR MEETING, APRIL 15, 2024**

2018 Ford Pickup Bumper  
 2014-2018 GM Pickup Rear Bumper  
 Pedestal Milwaukee Heavy Duty Drillpress  
 1997-2003 F-Series Super Duty Truck Passenger Mirror  
 1988 – 1050 John Deere – 3 Point Attachment – Auger (post hole digger)  
 3 - Daktronic Message Boards on Trailers – don't work  
 2 – Pepper Fogger Machines with 19 cans of liquid  
 4 – Buckets of Powder for Refilling Fire Extinguishers  
 Panasonic Tough Book with mobile dock #1ATYA31716/AB^12345678  
 Max Trac Motorola Radio and Antenna #SRC02665  
 Stihl Chain saw 20-inch blade with metal case - (056 AV Super)  
 Community Two Way Loudspeaker System – 200 Watts RMS 286756  
 24 – New in Box, Optiserve Hybrid Model 87510 (Handsfree Roll Towel Dispenser) Black Translucent  
 1 – New in Box, Weboost Home Cell Signal Booster (5G Ready)  
 9 – 245 70 19.5 (Highway Tires) Ford 10 Hole Wheels (Goodyear)  
 2 – 225 70R 19.5 (Winter Tires) (Hankook Tire)  
 1 – 245 70R 19.5 (Winter Tire) (Michelin 10 Hole Ford)  
 1 – Automatic Transmission Flush Unit (Some parts may be missing)  
 4 – Triangle Safety Kits (for placing on highway in case of breakdown)  
 1 – Hydro for 2018 F550 (Hydro Booster for Brake System)  
 2008 Ford F350 Driver Side Mirrors & Both Taillights

Following are truck radios these are all low band:

1. Motorola SN – 428AQU2168
2. Motorola – Max Trac – SN 428ASG1224
3. Motorola – Max Trac – 300 – SN 428AQU2169
4. Motorola – Max Trac – 300 – SN 428AQ2188
5. Motorola – Max Trac – 300 – SN 428AQU2173
6. Motorola – Max Trac- 300 – SN 428AQU\2171
7. Motorola – Max Trac – 300 – SN 428AQU2176
8. Motorola – Astro – SN 494CD00856

4 Pallets of Brick Pavers

2 1/4 H  
 7 7/8 L  
 3 7/8 W

Plastic Globes:

54 – 14” Red  
 50 – 14” Green  
 15 – 12” Red  
 16 – 12” Green

Dated this 15th day of April, 2024

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

**Change Order**

Kuchenbecker spoke about the change order. Struble moved, Martinisko seconded to approve Construction Change Order No. 4 with RCS Construction for the Whitewood Creek Restoration (FEMA) project in the amount of \$28,849.74 for changes from utility companies and Envirolok wall required by FEMA. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, APRIL 15, 2024**

Purchase

Kuchenbecker spoke about the purchase with recommendation that a Conservation Easement be placed on the structure in perpetuity with deed restriction that the home be used only for a single family or duplex and no short-term rental use. Johnson moved, Martinisko seconded to approve the purchase of 85 Charles Street from Dennis and Brenda Sabo in the amount of \$75,000. (To be paid by HP reserves.) Allow Historic Preservation Officer to sign documents and direct staff to prepare a scope of work to restore the exterior. Commissioner Martinisko stated it is not the City’s responsibility to purchase property to restore, the programs the Historic Preservation offers would help. Resident Bill Pearson asked if the city intends to sell. Mayor Ruth Jr. stated city will stabilize and then get market value so someone can continue the restoration of the property. This is an example of an alternative to a minimum maintenance issue, demolition by neglect. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Attorney Riggins requested Executive Session for legal matters per SDCL 1-25-2(3) and personnel matters per SDCL 1-25(1) with possible action.

Commission, City Attorney and Dept. Heads thanked Commissioner Todd for his service to the community over the years.

Commission and Dept. Heads congratulated Blake Joseph and Sharon Martinisko on the upcoming commission term.

McKeown thanked the Finance Officer staff and the election workers for their assistance with the election.

Commissioner Todd thanked the Commission, Dept. Heads, and staff for everything throughout the years.

ADJOURNMENT

Martinisko moved, Johnson seconded to adjourn the regular session at 5:49 p.m. and convene into Executive Session for personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Monday, May 6, 2024 at 5:00 p.m.

After coming out of executive session at 6:01 p.m.,

Martinisko moved, Johnson seconded to move Michael Olsen back to part-time (19 hours per week with no benefits) rec center front desk receptionist at \$16.00 per hour effective April 14, 2024. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded advertise in-house for 5 days and then in outside sources, if needed, for part-time Rec Center front desk receptionist (29 hours per week with 1/2 benefits per employee handbook) at \$16.00 per hour. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to increase wage of Parks Technician Paxton Witt to \$22.73 per hour effective March 31, 2024 due to completing CDL certification. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to adjourn.

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_ BY: \_\_\_\_\_

Jessicca McKeown, Finance Officer

David Ruth Jr., Mayor

Published once at the total approximate cost of \_\_\_\_\_

01/03/2024 4:30 PM  
 PACKET: 06604 COMBINED - 5/7/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0206	SCHMIDT, WILLIAM	I-04/23/24 INVOICE	101-4310-425-01	REPAIRS-ACCID REPAIRS TO STAGE STOP STOOP/ST	000000	2,045.00
01-0585	SD DEPT. OF REVENUE	I-04/23/2024	101-3000-202	LIQUOR LICENS BEV LIC TRNSFR - DMG	000000	75.00
		I-05/06/2024	101-3000-202	LIQUOR LICENS 2024-25 MALT BEV.LICENSE RNWLS	000000	7,800.00
01-5229	MID-AMERICAN SIGNAL, IN	I-24-317	101-4310-425-01	REPAIRS-ACCID 30W INTELL SIGN COLLABOR/STRTS	000000	2,020.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 11,940.00
01-0367	CLEMENT COMMUNICATIONS	I-9355996657	101-4111-422-01	PROF. SERV. S SAFE BEHAVIOR POST PROG/SAFETY	000000	176.41
01-1705	VANWAY TROPHY	I-116902	101-4111-426	SUPPLIES KEY FOR KYLE PETTY - COMM.	000000	49.64
		I-116926	101-4111-426	SUPPLIES SCROLL PLAQUE - TODD - COMM.	000000	186.60
		I-116928	101-4111-426	SUPPLIES DELIVERY OF PLAQUE - COMM.	000000	26.90
01-3223	QUICKTROPHY, LLC	I-127690	101-4111-426	SUPPLIES NAME TAG/DESK WEDGE- JOSEPH	000000	53.16
01-4711	AMAZON CAPITAL SERVICES	I-1JV6-WX73-LQLP	101-4111-426	SUPPLIES TABLET,CHARGER,CASE - COMMISS	000000	227.78
				DEPARTMENT 111	COMMISSION	TOTAL: 720.49
01-0545	LYNN'S DAKOTA MART	I-003000551241	101-4130-426	SUPPLIES SNACKS FOR ELECTION WORKERS	000000	38.50
01-0826	LAWRENCE CO. AUDITOR	I-04/16/2024	101-4130-422	PROFESSIONAL ELECTION BALLOTS & ENVELOPES	000000	778.22
				DEPARTMENT 130	ELECTIONS	TOTAL: 816.72
01-0433	WELLMARK BLUE CROSS BLU	I-05/01/2024	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,086.71
01-1171	A & B BUSINESS SOLUTION	I-IN1150336	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	224.77
01-1331	SD MUNICIPAL LEAGUE	I-200000760	101-4142-427	TRAVEL 2 REGIS.FEES - H/R SCHOOL	000000	200.00
		I-200000764	101-4142-427	TRAVEL 4 REGIS.FEES-FINANCE SCHOOL	000000	300.00

01/03/2024 4:30 PM  
 PACKET: 06604 COMBINED - 5/7/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 142 FINANCE  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3135	A-Z SHREDDING, INC.	I-43896041824	101-4142-422	PROFESSIONAL SHREDDING - FINANCE DOCUMENTS	000000	68.72
01-3744	EB COMMUNICATIONS, LLC	I-11350	101-4142-422	PROFESSIONAL MISC CHANGES-PROGRAMMING/FIN	000000	48.00
01-3877	MUTUAL OF OMAHA	I-001695142368	101-4142-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	21.41
					DEPARTMENT 142 FINANCE	TOTAL: 3,949.61
01-0433	WELLMARK BLUE CROSS BLU	I-05/01/2024	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,086.71
01-0578	TWIN CITY HARDWARE & LU	C-2402-286336	101-4192-426	SUPPLIES ZURN CER DISC SHORT HOT-COLD/P	000000	71.98-
		C-2403-288866	101-4192-426	SUPPLIES CONNECTOR/PUB BLDGS	000000	9.69-
		I-2403-291506	101-4192-426	SUPPLIES DRILL BIT-FASTENERS/PB	000000	40.19
		I-2403-291676	101-4192-425-21	REPAIRS - WEL LED 9W19 DIMG9/WELCOME	000000	2.49
		I-2403-291711	101-4192-425-21	REPAIRS - WEL (3) LED 9W19 DIMG9/WELCOME	000000	7.47
		I-2404-292921	101-4192-425-13	REPAIRS - REC FCT CONNECTOR/REC CENTER	000000	11.99
		I-2404-292977	101-4192-425-13	REPAIRS - REC SPRING SNAL LINK/REC CENTER	000000	27.96
		I-2404-293523	101-4192-425-15	REPAIRS - TRO ANGLE VALVE-NUT-P TRAP/STRTS	000000	44.46
		I-2404-293599	101-4192-426-13	SUPPLIES - RE 11 OZ ELECTRONIC CLEANER/REC	000000	14.99
		I-2404-293641	101-4192-425-15	REPAIRS - TRO PLASTIC P TRAP-WASHER-NUT/TROL	000000	0.50
		I-2404-293668	101-4192-425-15	REPAIRS - TRO TAILPEICE-COUPPLING-STRAINER/ST	000000	11.47
		I-2404-293922	101-4192-425-03	REPAIRS - BAL (2) CADET LAV FAUCETS/BALLPARK	000000	99.98
		I-2404-293936	101-4192-425-21	REPAIRS - WEL BULB-FLUOR TUBE/WELCOME	000000	48.95
		I-2404-294903	101-4192-426	SUPPLIES NUTDRIVER-BIT-FASTENERS/PB	000000	28.78
01-0598	SUMMIT SIGNS AND SUPPLY	I-65392	101-4192-426-09	SUPPLIES - HA (6) DWD HISTORY PARKING/HARCC	000000	180.00
01-1003	VERIZON WIRELESS	I-9961318446	101-4192-422	PROFESSIONAL ON CALL PHONE/PUB BLDGS	000000	41.91
01-1502	BLACK HILLS CHEMICAL	I-267758	101-4192-426	SUPPLIES NITRILE GLOVES-30 GAL GARB/PB	000000	352.95
01-1626	SERVALL UNIFORM AND LIN	I-04/02/24	INVOICES 101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0789680	000000	41.94
		I-04/02/24	INVOICES 101-4192-426-14	SUPPLIES - ST STREET DEPT / 0789682	000000	86.18
		I-04/02/24	INVOICES 101-4192-426-15	SUPPLIES - TR TROLLEY/0789681	000000	76.99
		I-04/02/24	INVOICES 101-4192-426-07	SUPPLIES - FI FIRE HALL / 0790739	000000	41.71
		I-04/02/24	INVOICES 101-4192-422-10	PROFESSIONAL LIBRARY / 0790742	000000	39.03
		I-04/04/24	INVOICES 101-4192-426-04	SUPPLIES - CI CITY HALL - 0790741	000000	183.52
		I-04/04/24	INVOICES 101-4192-426-13	SUPPLIES - RE REC CENTER / 0789665	000000	270.62
		I-04/04/24	INVOICES 101-4192-426-08	SUPPLIES - HI HISTORY / 0790740	000000	64.22



05/03/2024 4:30 PM  
 PACKET: 06604 COMBINED - 5/7/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1626	SERVALL UNIFORM AND LIN	continued				
		I-04/04/24	INVOICES 101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 0789666	000000	39.78
		I-04/18/24	INVOICES 101-4192-426-04	SUPPLIES - CI CITY HALL - 0790741	000000	183.52
		I-04/18/24	INVOICES 101-4192-426-13	SUPPLIES - RE REC CENTER / 0789665	000000	270.62
		I-04/18/24	INVOICES 101-4192-426-08	SUPPLIES - HI HISTORY / 0790740	000000	64.22
		I-04/18/24	INVOICES 101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 0789666	000000	39.78
01-1653	STURDEVANT'S AUTO PARTS					
		I-832028480	101-4192-425	REPAIRS SENSOR HEGO-WRENCH/BUILDINGS	000000	112.29
01-1827	MS MAIL					
		I-14430-A	101-4192-426	SUPPLIES #10 ENVELOPES FOR PAYROLL	000000	210.00
		I-14430-A	101-4192-426	SUPPLIES #10 ENVELOPES FOR A/P'S	000000	375.00
01-2991	GENPRO ENERGY SOLUTIONS					
		I-INV9002	101-4192-425-04	REPAIRS - CIT COOLANT LOSS ISSUES/CITY HALL	000000	438.27
01-3342	RASMUSSEN MECHANICAL SE					
		I-SRV110866	101-4192-422-11	PROFESSIONAL REPL BEARINGS-INDUCER/PARKS	000000	477.62
		I-SRV111313	101-4192-422-17	PROFESSIONAL- REPL AHU BELTS-MOTOR/76 MUS	000000	695.56
		I-SRV111315	101-4192-422-13	PROFESSIONAL GLYCOL LEAK BOILER/REC	000000	154.32
		I-SRV111371	101-4192-422-14	PROFESSIONAL GAS REGS ON FURNACE/STREETS	000000	3,313.82
		I-SRV111372	101-4192-425-21	REPAIRS - WEL RASMUSSEN MECHANICAL SERVICES	000000	663.98
		I-SRV111373	101-4192-422-15	PROFESSIONAL REPAIR PRESSURE WASHER/TROLLEY	000000	342.77
		I-SRV111418	101-4192-422-13	PROFESSIONAL REPLACE WASHABLE FILTERS/REC	000000	304.04
		I-SRV111419	101-4192-425-24	REPAIRS - OUT REPL FLAME SENSOR-IGNITE/OSQ	000000	467.02
		I-SRV111704	101-4192-422-13	PROFESSIONAL REPAIR LEAK BOILER PIPING/REC	000000	290.00
01-3421	S AND C CLEANERS					
		I-04/30/2024	INV#148 101-4192-422-04	PROFESSIONAL CITY HALL	000000	998.00
		I-04/30/2024	INV#148 101-4192-422-04	PROFESSIONAL POLICE DEPT	000000	1,165.00
		I-04/30/2024	INV#148 101-4192-422-07	PROFESSIONAL FIRE DEPT	000000	535.00
		I-04/30/2024	INV#148 101-4192-422-10	PROFESSIONAL LIBRARY	000000	768.00
		I-04/30/2024	INV#148 101-4192-422-21	PROFESSIONAL WELCOME CENTER	000000	1,954.00
		I-04/30/2024	INV#148 101-4192-422-13	PROFESSIONAL REC CENTER	000000	1,933.00
		I-04/30/24	INV#283 101-4192-422-24	PROFESSIONAL OSQ OFFICE	000000	0.00
		I-04/30/24	INV#283 101-4192-422-24	PROFESSIONAL OSQ BATHROOMS	000000	465.00
		I-04/30/24	INV#283 101-4192-422	PROFESSIONAL GATEWAY AND TRAILS	000000	465.00
		I-04/30/24	INV#283 101-4192-422-08	PROFESSIONAL- HISTORY BATHROOMS	000000	189.00
		I-04/30/24	INV#283 101-4192-422-22	PROFESSIONAL- MT MORIAH	000000	0.00
		I-04/30/24	INV#283 101-4192-422	PROFESSIONAL ELEVATOR	000000	0.00
		I-04/30/24	INV#283 101-4192-422-11	PROFESSIONAL PARKS	000000	0.00
		I-04/30/24	INV#283 101-4192-422-14	PROFESSIONAL STREETS	000000	0.00
		I-04/30/24	INV#283 101-4192-422-06	PROFESSIONAL- SNOW CROSS 27TH AND 28TH	000000	0.00
01-3838	BLUEPEAK					
		I-PHONE 04/16//24	BP 101-4192-428	UTILITIES PARKING RAMP	000000	163.03
		I-PHONE 04/16//24	BP 101-4192-428-04	UTILITIES - C CITY HALL INTERNET	000000	50.50
		I-PHONE 04/16//24	BP 101-4192-428-04	UTILITIES - C CITY HALL TELEPHONE	000000	1,778.26

5/03/2024 4:30 PM  
 PACKET: 06604 COMBINED - 5/7/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-3838	BLUEPEAK	continued					
		I-PHONE 04/16//24 BP	101-4192-428-07	UTILITIES - F FIRE HALL	000000	329.20	
		I-PHONE 04/16//24 BP	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	248.91	
		I-PHONE 04/16//24 BP	101-4192-428-10	UTILITIES - L LIBRARY	000000	737.08	
		I-PHONE 04/16//24 BP	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	139.99	
		I-PHONE 04/16//24 BP	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	0.00	
		I-PHONE 04/16//24 BP	101-4192-428-14	UTILITIES - S STREET SHOP	000000	45.83	
		I-PHONE 04/16//24 BP	101-4192-428-06	UTILITIES - D DAYS OF '76 MUSEUM	000000	168.27	
		I-PHONE 04/16//24 BP	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	79.99	
01-3877	MUTUAL OF OMAHA						
		I-001695142368	101-4192-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	14.63	
01-4057	VIEHAUSER ENTERPRISES,						
		I-51427	101-4192-425-07	REPAIRS - FIR SRVC CALL FRONT DOOR/FIRE HALL	000000	2,425.92	
		I-51462	101-4192-425-24	REPAIRS - OUT INSTALL VIDEO SURVEILLANCE/OSQ	000000	2,512.38	
		I-51677	101-4192-425-07	REPAIRS - FIR (2) ASSA 140 KEY CUT/FIRE HALL	000000	40.00	
01-4711	AMAZON CAPITAL SERVICES						
		I-1VND-NQJX-KHJG	101-4192-425-03	REPAIRS - BAL TOUCHLESS BATHROOM FAUCET/PB	000000	109.99	
		I-1YKY-4LRV-PXKN	101-4192-425-21	REPAIRS - WEL DELL OPTIPLEX DESKTOP/WELCOME	000000	187.70	
01-4957	ONSITE FIRST AID, LLC						
		I-3826	101-4192-422-11	PROFESSIONAL FIRST AID SUPPLIES/PARKS	000000	91.28	
		I-3827	101-4192-422-14	PROFESSIONAL FIRST AID SUPPLIES/STREETS	000000	78.85	
		I-3829	101-4192-422-08	PROFESSIONAL- FIRST AID SUPPLIES/HISTORY	000000	48.83	
		I-3831	101-4192-422-13	PROFESSIONAL FIRST AID SUPPLIES/REC	000000	77.60	
					DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL: 30,966.19	
01-4711	AMAZON CAPITAL SERVICES						
		I-1JV6-WX73-LQLP	101-4193-426	SUPPLIES MONITOR CABLES - IT	000000	25.26	
01-4946	CIVICPLUS LLC						
		I-296573	101-4193-422	PROFESSIONAL WEB PLTFRM MAINT/MUNICODE RNWL	000000	1,115.00	
					DEPARTMENT 193 COMPUTER SERVICE	TOTAL: 1,140.26	
01-0433	WELLMARK BLUE CROSS BLU						
		I-05/01/2024	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	14,626.64	
01-0467	CULLIGAN OF THE BLACK H						
		I-0020725	101-4210-424	RENTALS BTTLD WTR, COOLER RENT - PD	000000	123.00	
01-1653	STURDEVANT'S AUTO PARTS						
		I-832028809	101-4210-425	REPAIRS COMPRESSOR - 2020B - FIRE DPT	000000	470.03	

01/03/2024 4:30 PM  
 PACKET: 06604 COMBINED - 5/7/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 210 POLICE  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1705	VANWAY TROPHY	I-116471	101-4210-422	PROFESSIONAL COMMENDATION PLAQUE-OLSON/PD	000000	106.02
01-1826	FIRST NET	I-287304791844X04-24	101-4210-422	PROFESSIONAL MDT POLICE CARS - APR	000000	240.24
01-3744	EB COMMUNICATIONS, LLC	I-11350	101-4210-422	PROFESSIONAL MISC CHANGES-PROGRAMMING/POLIC	000000	48.00
01-3877	MUTUAL OF OMAHA	I-001695142368	101-4210-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	105.60
01-4195	MARCO	I-36378533	101-4210-422	PROFESSIONAL COPIER CONTRACT - POLICE	000000	164.98
					DEPARTMENT 210 POLICE	TOTAL: 15,884.51
01-0433	WELLMARK BLUE CROSS BLU	I-05/01/2024	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.38
01-0510	GOLDEN WEST TECHNOLOGIE	I-423854	101-4221-434	MACHINERY/EQU HP PRO COMPUTER/SANDY-FIRE DPT	000000	1,309.00
01-0578	TWIN CITY HARDWARE & LU	I-2403-291701	101-4221-426	SUPPLIES ALCOHOL/SILICONE-LADDR#5/FDPT	000000	28.97
		I-2404-292228	101-4221-426	SUPPLIES AA BATTERIES - FIRE DEPT	000000	19.99
		I-2404-292692	101-4221-426	SUPPLIES PVC HOSE/PIPE,TEES,PRIMER - FD	000000	164.05
		I-2404-294478	101-4221-434	MACHINERY/EQU TORCH KIT,UTILITY BOX - F.DPT	000000	33.48
		I-2404-294541	101-4221-434	MACHINERY/EQU FASTENERS,DRILL BIT-FIRE DPT.	000000	9.95
01-1171	A & B BUSINESS SOLUTION	I-IN1149373	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	95.73
01-1653	STURDEVANT'S AUTO PARTS	I-832028650	101-4221-425	REPAIRS FITTING,TAPE,HANDLE-LADDR 5/FD	000000	13.55
		I-832028660	101-4221-425	REPAIRS SWIVEL - LADDER 5 / FIRE DPT	000000	10.40
01-2074	CHADAMS, LLC	I-247	101-4221-425	REPAIRS REPR LTG/WRG CIRCUIT-TENDER#9	000000	392.98
01-3877	MUTUAL OF OMAHA	I-001695142368	101-4221-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	6.60
01-3977	ACE HARDWARE OF LEAD	I-37069	101-4221-434	MACHINERY/EQU 4-REGAL TOOLS RED - FIRE DEPT	000000	45.56
01-VTI CO	VTI COMPUTER SALES & SE	I-9275	101-4221-434	MACHINERY/EQU APC BATTERY BKUP - FIRE DEPT	000000	299.97

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 PACKET: 06604 COMBINED - 5/7/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-VTI CO	VTI COMPUTER SALES & SE		continued			
		I-9277	101-4221-434	MACHINERY/EQU DELL OPTIPLEX 7050 MICRO-FIRE	000000	336.97
				DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR	TOTAL:	3,406.58
-----						
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/2024	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.38
01-1003	VERIZON WIRELESS					
		I-9961318446	101-4232-422	PROFESSIONAL BLDG INSPECTOR TABLET	000000	26.97
01-3877	MUTUAL OF OMAHA					
		I-001695142368	101-4232-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	6.60
				DEPARTMENT 232 BUILDING INSPECTION	TOTAL:	672.95
-----						
01-0120	ALTEC CAPITAL SERVICES					
		I-01949617	101-4310-434	MACHINERY/EQU PYMT FORD BUCKET TRUCK/STRTS	000000	30,615.24
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/2024	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,660.71
01-0514	SIMON MATERIALS COMPANY					
		I-3556950	101-4310-426	SUPPLIES 12.96-12.79 1" BLACK BASE/STRT	000000	482.81
01-0561	SOUTH DAKOTA 811					
		I-SD24-00765	101-4310-422	PROFESSIONAL MSG-FAX FEES LOCATES/STRTS	000000	24.39
01-0575	SOUTHSIDE OIL					
		I-101186	101-4310-426	SUPPLIES (5400) GALLONS DIESEL/STRTS	000000	19,278.00
		I-101187	101-4310-426	SUPPLIES (5000) GALLONS FUEL/STRTS	000000	15,750.00
01-0578	TWIN CITY HARDWARE & LU					
		I-2403-291674	101-4310-426	SUPPLIES LOCK BACK KNIFE/STREETS	000000	13.49
		I-2404-292006	101-4310-426	SUPPLIES (7) J-BOLT/STREETS	000000	17.43
		I-2404-292898	101-4310-426	SUPPLIES 2 PC MAGNETIC CLIP/STREETS	000000	7.49
		I-2404-292986	101-4310-426	SUPPLIES AUGER BIT/STREETS	000000	39.99
		I-2404-293043	101-4310-426	SUPPLIES MAGNETIC BASE/STREETS	000000	16.99
		I-2404-293220	101-4310-426	SUPPLIES YEL GRND CORD PLUG/STRTS	000000	4.99
		I-2404-293886	101-4310-426	SUPPLIES (2) 50# SILICA SAND/STREETS	000000	22.98
01-0598	SUMMIT SIGNS AND SUPPLY					
		I-65392	101-4310-426	SUPPLIES (1) SIGN STOP HERE TO ACTIV/ST	000000	60.00
01-1003	VERIZON WIRELESS					
		I-9961318446	101-4310-422	PROFESSIONAL ON CALL PHONE/STREETS	000000	24.77

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 PACKET: 06604 COMBINED - 5/7/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 310 STREETS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1171	A & B BUSINESS SOLUTION	I-IN1149376	101-4310-422	PROFESSIONAL CONTRACT BASE RATE/STRTS	000000	76.71
01-1358	STAN HOUSTON EQUIP.CO.I	I-2444064	101-4310-426	SUPPLIES (50) PERMAPATCH 60# BAGS/STRTS	000000	947.50
01-1500	A & B WELDING	C-01089431	101-4310-426	SUPPLIES CREDIT FOR HEADGEAR/STRTS	000000	24.74-
		I-01089881	101-4310-426	SUPPLIES FLAP DISC-CUT OFF WHL/STRTS	000000	88.86
01-1653	STURDEVANT'S AUTO PARTS	C-832029184	101-4310-425	REPAIRS CARTRIDGE FUEL METAL/STRTS	000000	100.04-
		I-832027960	101-4310-425	REPAIRS DOOR HINGES/STREETS	000000	158.98
		I-832027992	101-4310-426	SUPPLIES STARTER RMFD/STREETS	000000	270.99
		I-832028627	101-4310-426	SUPPLIES (6) QT MAG SNOW PLOW/STRTS	000000	50.94
		I-832028699	101-4310-426	SUPPLIES FUEL FLEET-AIR FILTER/STRTS	000000	113.96
		I-832029096	101-4310-426	SUPPLIES FUSED CIRCUIT-ATR ASST/STRTS	000000	22.94
		I-832029151	101-4310-426	SUPPLIES OIL-FUEL FILTERS-RING PLIERS-S	000000	173.32
		I-832029162	101-4310-425	REPAIRS FUEL FILTER TURBO DIESEL/STRT	000000	100.04
		I-832029368	101-4310-426	SUPPLIES FEM FLAT FACE-AIR CHUCK-COUP/S	000000	227.28
		I-832029489	101-4310-425	REPAIRS PRIMER BULB ASSY/STREETS	000000	37.99
01-1681	BIERSCHBACH EQUIPMENT &	I-076623	101-4310-426	SUPPLIES (12) 20 OZ YELLOW PAINT/STRTS	000000	127.20
01-1694	GRIMM'S PUMP & INDUSTRI	I-57071	101-4310-434	MACHINERY/EQU OPW FUEL MGMT CONT SYS/STRTS	000000	8,987.00
01-1731	WHEELER LUMBER OPERATIO	I-1340-038029	101-4310-425	REPAIRS 6X8-20 FIR #1 RGH Q NAP/STRTS	000000	253.20
01-3094	BOMGAARS	I-04/16/24 STATEMENT	101-4310-426	SUPPLIES HAMMER DRILL-BATTERY/STRTS	000000	369.97
		I-04/16/24 STATEMENT	101-4310-426	SUPPLIES HAMMER DRILL RETURN/STRTS	000000	229.99-
01-3877	MUTUAL OF OMAHA	I-001695142368	101-4310-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	41.03
01-3977	ACE HARDWARE OF LEAD	I-037015	101-4310-422	PROFESSIONAL UPS SHIPPING-TRAFFIC CONTR/STR	000000	24.46
		I-037016	101-4310-426	SUPPLIES KNEELING MAT-ALL IN ONE SEED/S	000000	53.28
01-4611	LEASE SERVICING CENTER,	I-56481-6-2024	101-4310-434	MACHINERY/EQU PYMT 2021 MACK DUMP TRUCK/STRT	000000	32,207.32
01-4711	AMAZON CAPITAL SERVICES	I-1D3H-QWDH-DVCY	101-4310-426	SUPPLIES (2) HYDRAULIC LIFTS/STRTS	000000	348.28
		I-1D3H-QWDH-DVCY	101-4310-426	SUPPLIES LABEL TAPE/STREETS	000000	12.89
		I-1D7W-KRX3-LRV9	101-4310-426	SUPPLIES HVY DUTY 1" 3 RING BINDER/STRT	000000	18.90

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 PACKET: 06604 COMBINED - 5/7/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 310 STREETS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4860	WEST RIVER TRAILER SALE					
		I-7849	101-4310-426	SUPPLIES SNO WAY CHARGING CORD/STRTS	000000	10.00
		I-7944	101-4310-425	REPAIRS CYLINDER SWING/STREETS	000000	306.00
01-5227	DGR ENGINEERING					
		I-00267626	101-4310-422	PROFESSIONAL PRO SRVCS BURNHAM AVE/STRTS	000000	17,546.64
					DEPARTMENT 310 STREETS	TOTAL: 134,240.19
01-4057	VIEHAUSER ENTERPRISES,					
		I-51391	101-4370-426	SUPPLIES (4) DBL SIDED KEY/CEMETERIES	000000	18.00
					DEPARTMENT 370 OAKRIDGE CEMETERY	TOTAL: 18.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/2024	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,324.54
01-0518	BECK'S NURSERY INC					
		I-0021094	101-4520-426	SUPPLIES (2) PRAIRIE FIRE CRAB APPLE/PA	000000	169.99
01-0563	RCS CONSTRUCTION					
		I-PAY APP 7-4/26/24	101-4520-422-01	PROF SERV- FE PAY APP#7-WHITEWD CRK RESTORAT	000000	729,380.39
01-0578	TWIN CITY HARDWARE & LU					
		C-2404-292991	101-4520-426	SUPPLIES 100 PC HWH SCREWS/PARKS	000000	39.99-
		I-2403-291639	101-4520-426	SUPPLIES BALL VALVE HARDW CLOTH/PARKS	000000	29.74
		I-2403-291653	101-4520-426	SUPPLIES BALL VALVES COMP-SWT/PARKS	000000	16.99
		I-2404-291933	101-4520-426	SUPPLIES ELBOW-MALE-FEMALE HOSE REP/PRK	000000	16.96
		I-2404-292313	101-4520-426	SUPPLIES ADAPTER-VALVES/PARKS	000000	64.26
		I-2404-292754	101-4520-426	SUPPLIES SWT BALL VALVE/PARKS	000000	21.99
		I-2404-292864	101-4520-426	SUPPLIES (2) TARP STRAPS/PARKS	000000	4.98
		I-2404-292934	101-4520-426	SUPPLIES CARD-SCREW-CAULK/PARKS	000000	65.97
		I-2404-292994	101-4520-426	SUPPLIES GRINDING WHEEL-FASTENERS/PRKS	000000	13.93
		I-2404-293188	101-4520-426	SUPPLIES MULCH RED COLORED 2CF/PARKS	000000	5.49
		I-2404-293616	101-4520-426	SUPPLIES FASTENERS/PARKS	000000	7.17
		I-2404-293712	101-4520-426	SUPPLIES COUPLINGS-PVC TEE VALVE/PARKS	000000	14.55
		I-2404-293825	101-4520-426	SUPPLIES SCH40 SXFIP ADAPTER/PARKS	000000	1.49
		I-2404-293849	101-4520-426	SUPPLIES ADAPTOR-COUPLING-VALVE PIPE/PR	000000	13.04
		I-2404-293892	101-4520-426	SUPPLIES PURPLE PRIMER-1X4X10 PINE/PARK	000000	15.98
		I-2404-293995	101-4520-426	SUPPLIES FTGXM ADAPTER/PARKS	000000	35.97
		I-2404-294033	101-4520-426	SUPPLIES (2) FT MGRO POTTING MIX/PARKS	000000	25.98
		I-2404-294441	101-4520-426	SUPPLIES RED MULCH-LAWN-TOP SOIL/PARKS	000000	33.45
		I-2404-294540	101-4520-426	SUPPLIES (5) NATR SCAPE RED MULCH/PARKS	000000	37.45
		I-2404-294684	101-4520-426	SUPPLIES FASTENERS-LDR HOSE-PERMA/PARKS	000000	21.26
		I-2404-294948	101-4520-426	SUPPLIES PVC TEE-CPLG-UNION-ADAPT/PARKS	000000	29.00
01-0684	NORTHWEST PIPE FITTINGS					

05/03/2024 4:30 PM  
 PACKET: 06604 COMBINED - 5/7/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 520 PARKS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0684	NORTHWEST PIPE FITTINGS	continued				
		I-1470977	101-4520-426	SUPPLIES PLASTIC PIPE-ADAPT-ROTOR/PARKS	000000	430.00
01-1171	A & B BUSINESS SOLUTION					
		I-IN1149375	101-4520-422	PROFESSIONAL CONTRACT BASE RATE/PARKS	000000	158.51
01-1397	MICHAEL TODD & COMPANY,					
		I-213971	101-4520-426	SUPPLIES TWIST CROSS CHAIN GALV FIN/PRK	000000	252.97
01-1498	A & J SUPPLY					
		I-2413	101-4520-425	REPAIRS (20) 3/16 X 2 FLAT/PARKS	000000	33.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-832029023	101-4520-426	SUPPLIES LAWN APPLIC-WHEEL NUT-10W40/PA	000000	50.14
		I-832029030	101-4520-426	SUPPLIES LEAN APPLIC-OIL FILTERS/PARKS	000000	30.00
		I-832029114	101-4520-426	SUPPLIES QT ALL CLIMATE 20W50/PARKS	000000	19.98
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1-2006073	101-4520-425	REPAIRS AIR FILTER-ELEMENT-MIX OIL/PAR	000000	113.14
01-3094	BOMGAARS					
		I-04/16/24 STATEMENT	101-4520-426	SUPPLIES SAND TUBES/PARKS	000000	41.94
01-3877	MUTUAL OF OMAHA					
		I-001695142368	101-4520-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	42.90
01-3977	ACE HARDWARE OF LEAD					
		I-036935	101-4520-426	SUPPLIES SQUARE GALV PLUGS/PARKS	000000	6.10
		I-036938	101-4520-426	SUPPLIES COFFEE MAKER-FILTERS/PARKS	000000	112.12
		I-036942	101-4520-426	SUPPLIES MEASURING SPOONS-CUPS/PARKS	000000	18.52
		I-036951	101-4520-426	SUPPLIES PRESSURE PIPE 1/2X10/PARKS	000000	5.03
		I-036972	101-4520-426	SUPPLIES MALE ADAPT-SPLYFCT/PARKS	000000	39.18
01-4592	BUTTE COUNTY EQUIPMENT					
		I-IB15956	101-4520-425	REPAIRS WORK LAMP/PARKS	000000	247.23
01-5052	AVID4 ENGINEERING					
		I-23-123.10	101-4520-422	PROFESSIONAL TRAIL EASEMENT	000000	125.00
01-5231	NOONEY & SOLAY, LLP					
		I- 5/01/2024	101-4520-422-01	PROF SERV- FE REIMBURSEM'T OF PROF.SERVICE	000000	3,000.00
DEPARTMENT 520 PARKS					TOTAL:	740,036.34
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/2024	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.38
01-1019	SD SECRETARY OF STATE					



PACKET: 06604 COMBINED - 5/7/24  
VENDOR SET: 01  
FUND : 101 GENERAL FUND  
DEPARTMENT: 640 PLANNING AND ZONING  
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1019	SD SECRETARY OF STATE	continued				
		I-04/25/2024-A	101-4640-426	SUPPLIES NOTARY PUB.FILING FEE-LBJ/P&Z	000000	30.00
01-3744	EB COMMUNICATIONS, LLC					
		I-11350	101-4640-422	PROFESSIONAL MISC CHANGES-PROGRAMMING/P&Z	000000	48.00
01-3877	MUTUAL OF OMAHA					
		I-001695142368	101-4640-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	6.60
01-4871	SCHNERINGER, CINDY					
		I-008	101-4640-422	PROFESSIONAL CONTRACT SERVICES 3/31-4/15/24	000000	245.00
		I-008	101-4640-426	SUPPLIES POSTAGE - P&Z FILES	000000	19.20
01-5052	AVID4 ENGINEERING					
		I-23-123.10	101-4640-422	PROFESSIONAL TEAMS CALL/ASSIST KEVIN & LEAH	000000	187.50
01-5230	DECKARD TECHNOLOGIES, I					
		I-1568	101-4640-422	PROFESSIONAL RENTALScape I D & MONITORING	000000	3,000.00
DEPARTMENT 640 PLANNING AND ZONING						TOTAL: 4,175.68
FUND 101 GENERAL FUND						TOTAL: 947,967.52

01/03/2024 4:30 PM  
 PACKET: 06604 COMBINED - 5/7/24  
 VENDOR SET: 01  
 FUND : 206 LIBRARY FUND  
 DEPARTMENT: 550 LIBRARY  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0039	SD STATE HISTORICAL SOC	I-01/25/24	206-4550-434	COLLECTION DE 2024 SDSHS MEM'SHIP-HIST.GROUP	000000	55.00
01-0433	WELLMARK BLUE CROSS BLU	I-05/01/2024	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.38
01-0973	PETTY CASH- LIBRARY	I-04/26/2024	206-4550-426	SUPPLIES REIMB.POSTAGE - LIBRARY	000000	12.32
		I-04/26/2024	206-4550-424	PROGRAMMING REIMB.PROGRAM SUPPLS - LIBRARY	000000	34.10
01-1171	A & B BUSINESS SOLUTION	I-IN1149649	206-4550-422	PROFESSIONAL COPIER CONTRACT - LIBRARY	000000	73.03
01-1562	MIDWEST TAPE, LLC	I-505322180	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	107.21
01-3579	FADNESS, ARLEY K.	I-165522	206-4550-434	COLLECTION DE KKK BOOK - LIBRARY	000000	22.68
01-3877	MUTUAL OF OMAHA	I-001695142368	206-4550-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	4.29
01-4701	COLLABORATIVE SUMMER LI	I-W00297358	206-4550-424	PROGRAMMING SUMMER READING	000000	208.25
01-4711	AMAZON CAPITAL SERVICES	I-14YV-9GL1-WFPQ	206-4550-424	PROGRAMMING AFTER SCHOOL SUPPLIES- LIBRARY	000000	12.52
		I-1JKN-1WWX-FGVL	206-4550-424	PROGRAMMING AFTER SCHOOL SUPPLIES - LIBR	000000	24.96
		I-1JKN-1WWX-FGVL	206-4550-434	COLLECTION DE CHILDREN'S BOOKS - LIBRARY	000000	133.07
01-5138	PAWLUS, CRYSTAL	I-04/22/24	206-4550-427	TRAVEL MILEAGE TO BHLC MINI-CONF./LIB	000000	48.96
01-5196	TOLAR, JESSICA	I-04/22/24	206-4550-427	TRAVEL PRTL MILEAGE TO BHLC MINI-CONF	000000	8.67
DEPARTMENT 550 LIBRARY					TOTAL:	1,384.44
FUND 206 LIBRARY FUND					TOTAL:	1,384.44

01/03/2024 4:30 PM  
 PACKET: 06604 COMBINED - 5/7/24  
 VENDOR SET: 01  
 FUND : 209 BED & BOOZE FUND  
 DEPARTMENT: 510 REC CENTER  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-05/01/2024	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	959.07
01-0578	TWIN CITY HARDWARE & LU	I-2404-292618	209-4510-426	SUPPLIES CARTRIDGE FUSE-PULLER/REC CENT	000000	47.98
01-1502	BLACK HILLS CHEMICAL	I-267270	209-4510-426	SUPPLIES TOILET CLNR-TP-ROLL TOWEL/REC	000000	368.31
01-1909	AMERICAN RED CROSS TRAI	I-22683609	209-4510-422	PROFESSIONAL (4) ADULT-PED 1ST AID/CPR/AED	000000	152.00
01-2645	HAWKINS INC	I-6739517	209-4510-426	SUPPLIES DELDRUM-AZONE-HYD ACID/REC	000000	1,525.85
01-2778	BOGNER, KATHRYN	I-05/02/2024	209-4510-426	SUPPLIES SUPPLIES - SWIM LESSONS	000000	85.17
01-3744	EB COMMUNICATIONS, LLC	I-11350	209-4510-422	PROFESSIONAL MISC CHANGES-PROGRAMMING/REC	000000	48.00
01-3877	MUTUAL OF OMAHA	I-001695142368	209-4510-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	22.94
01-4711	AMAZON CAPITAL SERVICES	I-1LVJ-71JM-NCW6	209-4510-426	SUPPLIES REC ROLLS-PRINTER-DRAWER/REC	000000	189.89
01-5179	TECHNOLOGY INC	I-1633	209-4510-434	MACHINERY/EQU 8 VERKADA CAMERAS/STATION	000000	3,275.07
01-5228	ASSOCIATED POOL BUILDER	I-930215228	209-4510-425	REPAIRS REPAIRS TO POOL FILT SYS/REC	000000	7,897.36
					DEPARTMENT 510 REC CENTER	TOTAL: 14,571.64
					FUND 209 BED & BOOZE FUND	TOTAL: 14,571.64

PACKET: 06604 COMBINED - 5/7/24

VENDOR SET: 01

Section 4 Item a.

FUND : 212 BID #8 (Business Improve)

DEPARTMENT: 630 BID 8

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2444	NAJA SHRINERS					
		I-04/03/2024	212-4630-423	MARKETING	BID #8 SPONSORSHIP	000000 500.00
01-4841	MILE UP MARKETING SOLUT					
		I-1494	212-4630-423	MARKETING	BID#8 - TRAILS - MAP REPRINTS	000000 4,983.97
01-5091	BLACK HILLS MOTORCYCLE					
		I-144	212-4630-423	MARKETING	BID #8 - BHMS SHOW 5/25/24	000000 10,000.00
					DEPARTMENT 630 BID 8	TOTAL: 15,483.97
					FUND 212 BID #8 (Business Improve)	TOTAL: 15,483.97

PACKET: 06604 COMBINED - 5/7/24

VENDOR SET: 01

Section 4 Item a.

FUND : 213 BID #1-6 (Business Imprv)

DEPARTMENT: 630 BID

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1827	MS MAIL					
		I-14430-A	213-4630-426	SUPPLIES #10 ENVELOPES FOR BID 1-6	000000	55.00
				DEPARTMENT 630 BID	TOTAL:	55.00
				FUND 213 BID #1-6 (Business Imprv)	TOTAL:	55.00

07/03/2024 4:30 PM  
 PACKET: 06604 COMBINED - 5/7/24  
 VENDOR SET: 01  
 FUND : 215 HISTORIC PRESERVATION  
 DEPARTMENT: 572 HP VISITOR MGMT AND INFOR  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-050524	215-4572-210	VISITOR MGMT HPC MARKETING	000000	38,454.26
01-3987	EASTMAN, JOANN	I-ARBOR DAY 2024	215-4572-235	VISITOR MGMT MICHAELS-HOBBY LOBBY-SEEDS	000000	451.20
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 38,905.46
01-1019	SD SECRETARY OF STATE	I-04/25/2024	215-4573-325	HIST. INTERP. NOTARY PUBLIC FILING FEE-BA/HP	000000	30.00
01-1495	GAYLORD BROS.	I-2859604	215-4573-335	HIST. INTERP. CORRUGATED BOARD	000000	835.46
		I-2859990	215-4573-335	HIST. INTERP. POSTCARD BOX	000000	154.67
01-4711	AMAZON CAPITAL SERVICES	I-1D3H-QWDH-DVCY	215-4573-335	HIST. INTERP. LIGHT BULBS/ARCHIVES	000000	79.20
		I-1D3H-QWDH-DVCY	215-4573-335	HIST. INTERP. LIGHT BULBS/ARCHIVES	000000	21.89
01-5052	AVID4 ENGINEERING	I-23-123.10	215-4573-335	HIST. INTERP. HISTORIC MEDIA MAP	000000	187.50
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL: 1,308.72
01-3168	DAKOTALAND/PYLE HOUSE	I-050724	215-4575-520	GRANT/LOAN PR DAKOTALAND/PYLE HOUSE CEILING	000000	1,750.00
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL: 1,750.00
01-5179	TECHNOLOGY INC	I-1633	215-4577-710	CAPITAL ASSET 8 VERKADA CAMERAS/STATION	000000	10,000.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS O						TOTAL: 10,000.00
01-0433	WELLMARK BLUE CROSS BLU	I-05/01/2024	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,102.59
01-1003	VERIZON WIRELESS	I-9961318446	215-4641-428	UTILITIES CITY ARCHIVIST/HP	000000	40.01
01-1827	MS MAIL	I-14430	215-4641-423	PUBLISHING MARCH NEWSLETTER	000000	682.67
		I-14494HP	215-4641-423	PUBLISHING APRIL NEWSLETTER	000000	687.43
01-1838	RAMKOTA HOTEL					

PACKET: 06604 COMBINED - 5/7/24

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT			
01-1838	RAMKOTA HOTEL		continued						
		I-10A078	215-4641-427	TRAVEL SHPO MEETING M RUNGE	000000	106.00			
		I-10A079	215-4641-427	TRAVEL SHPO MEETING B ANFINSON	000000	106.00			
		I-10A07A	215-4641-427	TRAVEL SHPO MEETING V DAR	000000	212.00			
		I-10A07C	215-4641-427	TRAVEL SHPO MEETING L DEIDE	000000	106.00			
01-3744	EB COMMUNICATIONS, LLC								
		I-11350	215-4641-422	PROFESSIONAL MISC CHANGES-PROGRAMMING/HP	000000	48.00			
01-3877	MUTUAL OF OMAHA								
		I-001695142368	215-4641-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	26.40			
01-4946	CIVICPLUS LLC								
		I-296573	215-4641-422	PROFESSIONAL WEB PLTFRM MAINT/MUNICODE RNWL	000000	1,115.00			
		I-66FC2C8E-0003	215-4641-422	PROFESSIONAL MUNIPRO 2024	000000	295.00			
01-5052	AVID4 ENGINEERING								
		I-23-123.10	215-4641-422	PROFESSIONAL SERVER/PORTAL UPGRADES	000000	500.00			
01-5069	MICROSOFT								
		I-G044399991	215-4641-422	PROFESSIONAL AZURE	000000	235.62			
					DEPARTMENT 641	OFFICE HIST. PRES.	TOTAL:	7,262.72	
					FUND	215	HISTORIC PRESERVATION	TOTAL:	59,226.90



5/03/2024 4:30 PM  
 PACKET: 06604 COMBINED - 5/7/24  
 VENDOR SET: 01  
 FUND : 216 REVOLVING LOAN  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5143	BLAIR, CHRIS	I-WG59315973	216-1310	DUE FROM OTHE 65 TERRACE BLAIR	000000	1,373.23
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						1,373.23
01-1496	LAWRENCE CO. REGISTER O	I-041924	216-4653-960	CLOSING CO REC FEE 745 MAIN COSTOPOULOS	000000	60.00
		I-041924-1	216-4653-960	CLOSING CO REC FEE 74 VAN BUREN	000000	60.00
		I-041924-2	216-4653-960	CLOSING CO REC FEE 512 CLIFF LEWIS	000000	30.00
01-4726	KNECHT HOME CNTR-GRANTS	I-10474503	216-4653-962-01	SPECIAL NEEDS 39 DUNLOP HILGENDORF	000000	341.94
		I-10487799	216-4653-962-01	SPECIAL NEEDS 39 DUNLOP HILGENDORF	000000	4,682.12
				DEPARTMENT 653	REVOLVING LOAN	TOTAL:
						5,174.06
				FUND	216	REVOLVING LOAN
						TOTAL:
						6,547.29

03/2024 4:30 PM  
 REGULAR DEPARTMENT PAYMENT REGISTER  
 PACKET: 06604 COMBINED - 5/7/24  
 VENDOR SET: 01  
 FUND : 602 WATER FUND  
 DEPARTMENT: 330 WATER  
 BUDGET TO USE: CB-CURRENT BUDGET

PAGE: 18  
 BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-05/01/2024	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,820.70
01-0561	SOUTH DAKOTA 811	I-SD24-00765	602-4330-422	PROFESSIONAL MSG-FAX FEES LOCATES/WATER	000000	24.40
01-0578	TWIN CITY HARDWARE & LU	I-2403-291523	602-4330-426	SUPPLIES FASTENRES/WATER	000000	17.16
		I-2404-292180	602-4330-426	SUPPLIES CONNECTOR-VALVE-GLOVE/WATER	000000	125.93
		I-2404-293219	602-4330-426	SUPPLIES AVE05722 REINFORCEMENTS/WATER	000000	6.99
		I-2404-293931	602-4330-426	SUPPLIES UNIVERSAL 2 PK FLAGS/WATER DEP	000000	4.99
01-0684	NORTHWEST PIPE FITTINGS	I-1470973	602-4330-426	SUPPLIES PVC PIPE-CPLG-TEE-REPAIR/WATER	000000	53.80
01-1003	VERIZON WIRELESS	I-9961318446	602-4330-422	PROFESSIONAL PLUMA TANKS/WATER	000000	40.01
		I-9961318446	602-4330-422	PROFESSIONAL MCGOVERN DENVER DWD HILL/WTR	000000	120.05
		I-9961318446	602-4330-422	PROFESSIONAL LEE OFFICE PLUMA E MAIN/WATER	000000	160.04
		I-9961318446	602-4330-422	PROFESSIONAL ON CALL PHONE/WATER	000000	46.91
		I-9961318446	602-4330-422	PROFESSIONAL ON CALL PHONE/PARKS	000000	41.91
01-1171	A & B BUSINESS SOLUTION	I-IN1149376	602-4330-422	PROFESSIONAL CONTRACT BASE RATE/WATER	000000	76.71
01-1365	SD PUBLIC HEALTH LAB	I-10614853	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-1483	KNECHT HOME CENTER	I-10474049	602-4330-426	SUPPLIES KITCHEN FAUCET PLOUT/WATER	000000	119.99
01-1827	MS MAIL	I-14430-A	602-4330-426	SUPPLIES UTILITIES MAILING-MAR FOR FEB	000000	385.58
		I-14430-A	602-4330-426	SUPPLIES UTILITIES ENVELOPES @ MS MAIL	000000	750.00
		I-14430-A	602-4330-426	SUPPLIES #10 ENVELOPES FOR UTILITIES	000000	110.00
		I-14494	602-4330-426	SUPPLIES UTILITIES MAILING- APR FOR MAR	000000	387.80
01-3877	MUTUAL OF OMAHA	I-001695142368	602-4330-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	27.83
01-4711	AMAZON CAPITAL SERVICES	I-1D3H-QWDH-DVCY	602-4330-426	SUPPLIES REPLACEMENT INK CART/WATER	000000	28.50
		I-1D7W-KRX3-LRV9	602-4330-426	SUPPLIES HVY DUTY 1" 3 RING BINDER/WATE	000000	18.89
01-5178	LEGENDARY ELECTRIC LLC	I-4200	602-4330-422	PROFESSIONAL NEW HEATER DENVER PUMP/WTR	000000	1,632.56
					DEPARTMENT 330 WATER	TOTAL: 8,030.75

FUND 602 WATER FUND TOTAL: 8,030.75

PACKET: 06604 COMBINED - 5/7/24

VENDOR SET: 01

Section 4 Item a.

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0455	CITY OF DEADWOOD					
		I-05/06/24	PETTYCASH 607-1020	CASH ON HAND CASH TILL MONEY/MT MORIAH	000000	1,000.00
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	1,000.00
01-3838	BLUEPEAK					
		I-TELEPHONE 04/16/24	607-4580-428	UTILITIES TELEPHONE - ACCT 7801	000000	168.23
		I-TELEPHONE 04/16/24	607-4580-428	UTILITIES TELEPHONE - ACCT 5801	000000	40.87
		I-TELEPHONE 04/16/24	607-4580-428	UTILITIES TELEPHONE - ACCT 6501	000000	125.60
01-4204	COMPLETE CONCRETE, INC.					
		I-PAYAPP2 02/05/24	607-4580-433	IMPROVEMENTS MT MORIAH 2024/PARKS	000000	109,536.30
01-5069	MICROSOFT					
		I-G044399991	607-4580-422	PROFESSIONAL AZURE	000000	235.62
				DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL:	110,106.62
				FUND 607 HISTORIC CEMETERIES	TOTAL:	111,106.62

07/03/2024 4:30 PM  
 PACKET: 06604 COMBINED - 5/7/24  
 VENDOR SET: 01  
 FUND : 610 PARKING/TRANSPORTATION  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5226	FIVE STAR CAR RENT INC	I-20240416	610-3360-532	PARKING FINE CITATION 25666933 REFUND/P&T	000000	25.00
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	25.00
01-0433	WELLMARK BLUE CROSS BLU	I-05/01/2024	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,054.02
01-0508	GALLS, LLC	I-027575100	610-4360-426	SUPPLIES LAWPRO BIKE PATROL POLOS/P&T	000000	292.99
01-0545	LYNN'S DAKOTA MART	I-TCKT 0096 4/17/24	610-4360-426	SUPPLIES SUPPLIES/P&T	000000	4.99
01-1003	VERIZON WIRELESS	I-9961318446	610-4360-422	PROFESSIONAL PD ORDINANCE VEHICLE/P&T	000000	40.01
		I-9961318446	610-4360-422	PROFESSIONAL (3) PARKING ENFORCEMT SYS/P&T	000000	125.73
01-1694	GRIMM'S PUMP & INDUSTRI	I-57071	610-4360-422	PROFESSIONAL OPW FUEL MGMT CONT SYS/STRTS	000000	8,987.00
01-3875	FMG ENGINEERING	I-33477	610-4360-422	PROFESSIONAL PRO ENGIN SRVCS DWD HILL PARK	000000	1,350.00
01-3877	MUTUAL OF OMAHA	I-001695142368	610-4360-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	23.10
01-5179	TECHNOLOGY INC	I-1633	610-4360-434	MACHINERY/EQU 8 VERKADA CAMERAS/STATION	000000	4,199.98
				DEPARTMENT 360 PARKING/TRANSPORTATION	TOTAL:	19,077.82
01-0433	WELLMARK BLUE CROSS BLU	I-05/01/2024	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,230.19
01-0578	TWIN CITY HARDWARE & LU	I-2404-293126	610-4361-426	SUPPLIES COTTON WET MOP-DECK MOP/TROLLE	000000	57.96
01-1653	STURDEVANT'S AUTO PARTS	I-832028105	610-4361-425	REPAIRS SP PLUG-PERMATEX COP-DIE/TROLL	000000	106.90
		I-832028200	610-4361-425	REPAIRS SP PLUG-LUBE SILI-GRAPH/TROLL	000000	185.82
		I-832028421	610-4361-426	SUPPLIES BYLON BUTT/TROLLEY	000000	8.11
01-3877	MUTUAL OF OMAHA	I-001695142368	610-4361-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	9.90
01-4036	SCOTT PETERSON MOTORS O					

PACKET: 06604 COMBINED - 5/7/24

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4036	SCOTT PETERSON MOTORS O		continued			
		I-5018203	610-4361-425	REPAIRS (8) WIRE ASSY IGNITION/TROLLEY	000000	258.88
		I-5018453	610-4361-425	REPAIRS WIRE ASSY IGNITION-INTERCHG/TR	000000	190.48
01-5069	MICROSOFT					
		I-G044399991	610-4361-422	PROFESSIONAL AZURE	000000	235.62
				DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL:	3,283.86
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/2024	610-4362-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.38
01-3877	MUTUAL OF OMAHA					
		I-001695142368	610-4362-415	GROUP INSURAN EMPLOYEE LIFE INSURANCE	000000	6.60
				DEPARTMENT 362 BROADWAY GARAGE	TOTAL:	645.98
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	23,032.66

PACKET: 06604 COMBINED - 5/7/24

VENDOR SET: 01

FUND : 720 DEPOSITS HELD

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-04/30/24	720-4000-429	OTHER SNO-CROSS DEPOSIT REFUND	000000	2,350.00
					DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL: 2,350.00
01-4437	FASNACHT, GLENN	I-04-30-2024	720-2190	AMOUNTS HELD REFUND BID BOND	000000	2,750.00
					DEPARTMENT NON-DEPARTMENTAL	TOTAL: 2,750.00
					FUND 720 DEPOSITS HELD	TOTAL: 5,100.00

PACKET: 06604 COMBINED - 5/7/24

VENDOR SET: 01

Section 4 Item a.

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-MARCH-041924	722-2190	AMOUNTS HELD SALEZ TAX DUE FOR MARCH '24	000000	3,250.35
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 3,250.35
				FUND	722 SALES TAX AGENCY	TOTAL: 3,250.35

PACKET: 06604 COMBINED - 5/7/24

VENDOR SET: 01

Section 4 Item a.

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-#8200001610-4/2/24	725-4000-429	OTHER EXPENSE #8200001610 - TIF #8	000000	14,326.46
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	14,326.46
				FUND 725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	14,326.46
					REPORT GRAND TOTAL:	1,210,083.60



PACKET: 06589 COMBINED ADD'L BILLS - 4/23/24

VENDOR SET: 01

Section 4 Item a.

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-3362 FIRST INTERSTATE BANK

I #8200017030-3/1/24	ACCT #8200017030 - TIF#8	FNBAP	4/23/2024	R	4/23/2024			31,189.07	31,189.07CR	
			106812					31,189.07		
I #8200017357-3/1/24	ACCT#8200017357 - TIF #10	FNBAP	4/23/2024	R	4/23/2024			200,561.64	200,561.64CR	
			106812					200,561.64		
		REG. CHECK					1	231,750.71	231,750.71CR	0.00
								231,750.71	0.00	

01-3673 LIBERTY NATIONAL BANK

I #60004256 - 3/1/24	ACCT# 60004256 - TIF #9	FNBAP	4/23/2024	R	4/23/2024			151,153.94	151,153.94CR	
			106813					151,153.94		
		REG. CHECK					1	151,153.94	151,153.94CR	0.00
								151,153.94	0.00	

PACKET: 06601 ADD'L BILL - 4/30/24 -BH TITLE

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3984	BLACK HILLS TITLE, INC.					
		I-04/29/2024	215-4575-505-04	85 CHARLES ST 85 CHARLES PURCHASE	000000	74,917.45
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	74,917.45
				FUND 215 HISTORIC PRESERVATION	TOTAL:	74,917.45
					REPORT GRAND TOTAL:	74,917.45

Section 4 Item a.

\*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2024-2025	215-4575-505-04	85 CHARLES ST	74,917.45	0	74,917.45-	Y		
** 2024-2025 YEAR TOTALS **			74,917.45					

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
215-575	HP DEADWOOD GRANT AND LOA	74,917.45
-----		
215 TOTAL	HISTORIC PRESERVATION	74,917.45
-----		
** TOTAL **		74,917.45

NO ERRORS

\*\* END OF REPORT \*\*

**Proclamation  
Youth Week  
May 1 – 7, 2024**

**WHEREAS**, The Benevolent and Protective Order of Elks has designated May 1-7, as Youth Week to honor America’s Junior Citizens for their accomplishments, and to give fitting recognition of their services to Community, State and Nation; and,

**WHEREAS**, The Deadwood Elks Lodge #508 will sponsor an observance during that week in tribute to the Junior Citizens of this Community; and,

**WHEREAS**, no event could be more deserving of our support and participation than one dedicated to these young people who represent the nation’s greatest resource, and who in the years ahead will assume the responsibility for the advancement of our free society; and,

**WHEREAS**, our Youth need the guidance, inspiration and encouragement which we alone can give in order to help develop those qualities of character essential for future leadership; and go forth to serve America; and,

**WHEREAS**, to achieve this worthy objective we should demonstrate our partnership with Youth, our understanding of their hopes and aspirations and a sincere willingness to help prepare them in every way for the responsibilities and opportunities of citizenship:

**NOW, THEREFORE**, I, David Ruth Jr., Mayor of City of Deadwood, do hereby proclaim the first week in May as Youth Week, and urge all departments of government, civic, fraternal and patriotic groups, and our citizens generally, to participate wholeheartedly in its observance.

---

Mayor David Ruth Jr.

*Elks Care — Elks Share*

**Proclamation**  
**National Police Week**  
**May 12 – 18, 2024**

To recognize National Police Week 2024 and to honor the service and sacrifice of those police officers killed in the line of duty while protecting our communities and safeguarding our democracy.

**WHEREAS**, the Congress and President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which it falls as Police Week;

**WHEREAS**, the International Association of Chiefs of Police has declared police officer safety and wellness a top priority, and the IACP's Center for Officer Safety and Wellness promotes the importance of individual, agency, family, and community safety and wellness awareness; and

**WHEREAS**, the members of the police department of the City of Deadwood play an essential role in safeguarding the rights and freedoms of the citizens of our community; and

**WHEREAS**, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

**WHEREAS**, the men and women of the police department of the City of Deadwood unceasingly provide a vital public service;

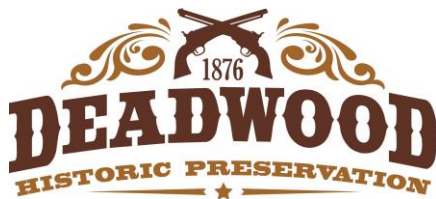
**NOW, THEREFORE**, I, Mayor David Ruth Jr. call upon all citizens of the City of Deadwood and upon all patriotic, civil and educational organizations to observe the week of May 12 – May 18, 2024, as Police Week with appropriate ceremonies and observances in which our community may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

**I FURTHER** call upon all citizens of the City of Deadwood to observe May 15, 2024, as Peace Officers Memorial Day to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 6th day of May, 2024.

---

Mayor David Ruth Jr.



**A PROCLAMATION RECOGNIZING THE MONTH OF  
MAY 2024 AS NATIONAL HISTORIC PRESERVATION MONTH  
IN THE CITY OF DEADWOOD**

**Whereas**, the City of Deadwood was designated a National Historic landmark on July 4th 1961 and its rich and unique heritage has manifested into Deadwood's economic engine; and

**Whereas**, this heritage enriches the lives of our residents and visitors and is of in the public interest to preserve this legacy so future generations may benefit from their cultural, aesthetic, educational, economic, and inspirational benefits of their heritage; and

**Whereas**, Deadwood is committed to preserving, promoting and protecting the community's rich and unique heritage through a variety of preservation partners within the community and across the state.

**Now therefore, be it resolved**, by the City Commission of the City of Deadwood, Lawrence County, South Dakota, that:

**Section 1.** The City of Deadwood does hereby designate the month of May 2024 as National Historic Preservation Month in the City of Deadwood. We call special attention to the Deadwood Historic Preservation Commission and staff that continually research, preserve, protect and promote our community history and its role in the settlement of the American West.

**Section 2.** The City of Deadwood is proud to be designated a National Historic Landmark along with its many authentic architectural representations of our historic cultural heritage.

**Section 3.** We hereby call on all citizens to recognize our city's historic past, and to protect these precious resources for the enjoyment of future generations.

**Section 4.** This proclamation shall be in full force and effect from and after its passage.

---

David R. Ruth Jr., Mayor

OFFICE OF  
PLANNING, ZONING, AND  
HISTORIC PRESERVATION  
108 Sherman Street  
Telephone (605) 578-2082  
Fax (605) 578-2084



Mike Runge  
Archivist  
Telephone (605) 578-2082

*"The Historic City of the Black Hills"*  
Deadwood, South Dakota 57732

## MEMORANDUM

---

**Date:** April 30, 2024  
**To:** Deadwood City Commissions  
**From:** City of Deadwood Archives  
**Re:** 2024 Summer Internship, Samantha Hamann

---

The City of Deadwood Archives is requesting permission to hire Samantha Hamann as a summer intern beginning the week of May 6, 2024 pending pre-employment screening. The City Archives internship program provides high school and college students a "hands on" experience working in the field of archives and collections management.

### RECOMMENDATION

Move to hire Samantha Hamann as the Archives summer intern at \$16.00 to begin the week of May 6, 2024 to August 23, 2024 pending pre-employment screening.

**RESOLUTION NO. 2024-12**

**RESOLUTION TRANSFERRING BID 7 FUNDS**

**WHEREAS**, the City of Deadwood administers BID District 7 on behalf of the property owners comprising BID 7;

**WHEREAS**, Deadwood Mountain Grand recently transferred all its assets, including the right to receive BID 7 funds, from ZCN, LLC to SGMSD, LLC;

**WHEREAS**, the BID board for BID 7 met on May 3, 2024, at 10:00 am, and after a motion and second, unanimously approved the transfer of all funds from ZCN, LLC to SGMSD, LLC;

**NOW THEREFORE**, the City of Deadwood has approved the transfer of all BID funds held by the City on behalf of BID 7, as well as all future funds collected to SGMSD, LLC.

Dated this 6<sup>th</sup> day of May, 2024.

CITY OF DEADWOOD

\_\_\_\_\_  
Dave R. Ruth Jr., Mayor

ATTEST:

\_\_\_\_\_  
Jessica McKeown  
City Finance Officer



**RESOLUTION 2024-13**

**RESOLUTION IN SUPPORT OF APPLICATION TO OCCUPY  
S.D. DEPARTMENT OF TRANSPORTATION HIGHWAY RIGHT-OF-WAY  
WITHIN DEADWOOD CORPORATE LIMITS**

**WHEREAS**, the City of Deadwood (CITY) will be home to the 102<sup>nd</sup> Annual Days of '76 Celebration on July 26th through July 27th, 2024; and,

**WHEREAS**, the Days of '76 Parade is a time honored tradition during the Celebration; and,

**WHEREAS**, the size and popularity of the parade is such that CITY deems it necessary to block traffic along the parade route; and,

**WHEREAS**, State of South Dakota Highways 14A and 85 are located within the corporate limits of CITY and are affected by said closure; and,

**WHEREAS**, CITY herewith is submitting an application to the South Dakota Department of Transportation (SDDOT) for permit to occupy right-of-way for those portions of S.D. Highways 14A and 85 within the corporate limits of CITY on July 26, 2024, beginning at 1:15 p.m. until the end of the parade, and on July 27, 2024, beginning at 9:45 a.m. until the end of the parade; and,

**WHEREAS**, by submission of the application for permit to occupy right-of-way, CITY agrees to provide protection to highway traffic during occupancy by use of proper signs, barricades, flag persons, and lights as prescribed in the "Manual of Uniform Traffic Control Devices"; and,

**WHEREAS**, CITY further agrees to indemnify, hold and save harmless the State of South Dakota, its Department of Transportation, its Officers and Employees, from any and all suits, actions or claims of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of right-of-way designated in this Resolution;

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Deadwood hereby supports the submission of the South Dakota Department of Transportation Application for Permit to Occupy Right-of-Way for the purpose described herein.

Dated this 6th day of May, 2024.

CITY OF DEADWOOD

ATTEST:

\_\_\_\_\_  
David Ruth Jr., Mayor

\_\_\_\_\_  
Jessica McKeown, Finance Officer

2024-2025 RETAIL (ON-OFF SALE) MALT BEVERAGE

Deadwood Tobacco Co., Deadwood Tobacco, 628 Main St., RB-2108  
 Gold Dust Lodging Group, LLC, Holiday inn Express Hotel & Suites 22 Lee St., RB-2391  
 Mustang Sally's Inc., Mustang Sally's, 634 Main St., RB-2405  
 Aces Full Inc. Mr. Wu's, 560 Main St, RB-2416  
 Black Diamond Capital LLC, Gold Dust, 688 Main St., RB-2418,  
 DBUH LLC, Bullock Hotel, 633 Main St., RB-2445  
 Old Style Saloon #10, Inc., Saloon #10, 657 Main St., RB-2466  
 SGMSD, LLC, Silverado, 709 Main St., RB-2512  
 Gold Country LLC, Gold Country Inn, 801 Main St., RB-2521  
 TJ Gear, Madame Peacock's Accessory Lounge, 638 Main St., RB-2527  
 Midwest Motels of Deadwood II, Buffalo Bodega, 658 Main St., RB-2576  
 First Gold, Inc., First Gold Hotel, 270 Main St., RB-2584  
 GR Deadwood LLC, Mineral Palace Hotel & Gaming, 607 Main St., RB-2593  
 Door 4, LLC, Fairmont Hotel and Oyster Bay, 628 Main St., RB-2597  
 Ernest Hospitality LLC, Deadwood Gulch Resort, 304 Cliff St., RB-2609  
 SGMSD, LLC, Historic Franklin Hotel, 700 Main St., RB-2659  
 Blue Sky Gaming, Inc., Tin Lizzie Gaming Resort, 555 Main St., RB-2831  
 Deadwood Hospitality BHCI, LLC, Comfort Inn Deadwood, 225 Cliff St., RB-3536,  
 B.Y. Development, Inc., Cadillac Jack's Gaming Resort, 360 Main St., RB-3894  
 Deadwood Resort, LLC, The Lodge at Deadwood, 100 Pine Crest Lane, RB-19227  
 Pandoras Box, LLC, Dakota Gunslingers, 669 Main St., RB-21255  
 SGMSD, LLC Deadwood Mountain Grand, 1906 Deadwood Mountain Drive, RB-21329  
 DHIH LLC, Hickok's Hotel & Casino, 685 Main St, RB-21688  
 Pandora's Box, Pam's Purple Door, 637 Main St, RB-21725  
 Jackson Winery & Vineyards, Belle Joli Winery, 594 Main St, RB-21771  
 Richard & Marguerite Olesen, Wild Bill Old West Trading Post, 624 Main St, RB-21772  
 Winery Hill City, LLC, Naked Winery Deadwood, 692 Main St., RB-24024  
 Big D Oil Co., Big D Oil #11, 402 Main St., RB-25530  
 Optima LLC, SpringHill Suites by Marriot, 360 Main St., RB-25531  
 Deadwood Land Holdings, LLC, Tatanka: Story of the Bison, 100 Tatanka Drive, RB-25533  
 Dakota Sky Stone LLC, Dakota Sky Stone, 671 Main St., RB-25535  
 Boondocks LLC, Happy Days, 639 Main St., RB-25536  
 The Gallows Tavern LLC, The Gallows Tavern, 8 Lee St., RB-25693  
 Terzo Spazio, LLC, Pump House, 73 Sherman St., RB-25694  
 Chubby Chipmunk Hand-Dipped Chocolates LLC, Chubby Chipmunk Hand Dipped Chocolates,  
 420 Cliff St., RB-25696  
 Jacobs Gallery Inc., Jacobs Gallery, 670 Main St., RB-25948  
 Family Dollar Stores of SD, Family Dollar, 124 Sherman St., RB-26389  
 Gold Run LLC, Super 8, 196 Cliff St., RB-26486  
 Celebrity Hotels Inc., Celebrity Hotel, 629 Main St., RB-26808  
 Salon 14-A LLC, Salon 14-A, 250 US HWY 14A, RB-27314  
 Waufle Travel LLC, Deadwood Day Spa, 93 Sherman St., RB-27363  
 Deadwood Miners LLC, Deadwood Miners Hotel & Restaurant, 137 Charles St, RB-27540  
 Deadwood DDG LLC, Black Hills Deadwood, 11484 US HWY 14A, RB-27687  
 Deadwood Hotels LLC, Four Points by Sheraton, 575 Main St., RB-27807  
 Historic Deadwood Convention Facility, Historic Deadwood Convention Facility, 33 Deadwood  
 St., RB-27826  
 Michelle's Tacos Deadwood, Michelle's Tacos Deadwood, 622 Main Street, RB-28262  
 Sportsbook Deadwood, LLC, The Landmark Casino, 51 Sherman Street, RB-29205  
 Jacobs Restaurant Inc., Jacobs Restaurant, 79 Sherman Street, RB-29452  
 Dakota Shivers Brewing Inc., Tootsie's Taproom, 667 Main Street, RB-29578  
 Black Hills Provisions, The Vault, 696 Main Street, RB-29580

Main Street Espresso LLC, Main Street Espresso, 652 Main Street, RB-29901  
Hunny Bunnies LLC, Deadwood Outfitters and Tipsy Buffalo Bar, 653 Main Street, RB-29918

*Section 6 Item n.*

## COMMERCIAL LEASE

This Lease is made between City of Deadwood 102 Sherman Street Deadwood, SD 57732 herein called Lessor, and DeAngelo Contracting Services, LLC of 100 North Conahan Drive, Hazleton, Pennsylvania 18201 herein called Lessee.

Lessee hereby offers to lease from Lessor the Premises situated at 67 Dunlop Ave. Public Works Shop Parking Area (the "Premises") upon the following TERMS and CONDITIONS:

1. **Term and Rent.** Lessor demises the Premises for a one month term commencing on May 10, 2024 at the monthly rental of five hundred dollars (\$500.00) Dollars for a period of one month.

2. **Use.** Lessee shall use and occupy part of the Premises for storage of equipment necessary for their company operations. The Premises shall be used for no other purpose. Lessor represents that the Premises may lawfully be used for such purpose.

3. **Care and Maintenance of Premises.** Lessee acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the Premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the Premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and which shall be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the Premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

4. **Alterations.** Lessee shall not, make any alterations, additions, or improvements, in, to or about the Premises without first obtaining the written consent of Lessor

5. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Lessee.

6. **Assignment and Subletting.** Lessee shall not assign this Lease or sublet any portion of the Premises without prior written consent of the Lessor, which shall not unreasonably be withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

7. **Utilities.** All applications and connections for necessary utility services on the demised Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity and telephone services.

8. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within thirty (30) days after the termination of this Lease, to place upon the Premises any usual "To Let" or "For Lease" signs and permit persons desiring to lease the same to inspect the Premises thereafter.

9. **Possession.** If Lessor is unable to deliver possession of the Premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered within ten (10) days of the commencement of the term hereof.

10. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises or any part thereof unless such damage or injury arises, in whole or in part, from the Lessor's conduct. Lessee agrees to hold Lessor harmless from any claims for damages, unless such claims or damages arise in whole or in part from Lessor's conduct.

11. **Insurance.** Lessee, at his expense, shall maintain public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows: One Million (\$1,000,000.00) Dollars. Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a thirty (30) day written notice to Lessor in the event of cancellation or material change of coverage.

12. **Eminent Domain.** If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the

Premises, shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvement owned by Lessee, and for moving expenses.

13. **Destruction of Premises.** In the event of a partial destruction of the Premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the Premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this Lease may be terminated at the option of either party. In the event that the building in which the demised Premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this Lease whether the demised Premises be injured or not. A total destruction of the building in which the Premises may be situated shall terminate this Lease.

14. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within ten (10) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than thirty (30) days' notice to Lessee. On the date specified in such notice the term of this Lease shall terminate, and Lessee shall then quit and surrender the Premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. **Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

16. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the Premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.

17. **Heirs, Assigns, Successors.** This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

18. **Option to Renew.** Provided that Lessee is not in default in the performance of this Lease, Lessee shall have option to renew the Lease automatically for an additional term of one (1) month commencing at the expiration of the initial Lease term. All of the terms and conditions of the Lease shall apply during the renewal term.

19. **Subordination.** This Lease is and shall be subordinated to all existing and future liens and encumbrances against the Premises.

20. **Governing Law.** This Lease is entered into in the State of South Dakota and shall be governed by South Dakota law.

21. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by writing signed by both parties. The following Exhibits, if any, have been made a part of this Lease before the parties' execution hereof:

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

LESSOR DeAngelo Contracting Services, LLC

BY: \_\_\_\_\_ BY: \_\_\_\_\_

PRINT \_\_\_\_\_ PRINT \_\_\_\_\_

Approved addition to the lease

Lessee agrees to indemnify and hold harmless Lessor and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which Lessor may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of Lessee in connection with this agreement or services performed or materials provided pursuant to this contract



Prepared by:  
 Quentin L. Riggins  
 Gunderson, Palmer, Nelson & Ashmore, LLP  
 P.O. Box 8045  
 Rapid City, SD 57709-8045  
 (605) 342-1078

## EASEMENT AGREEMENT

Worg Den, LLC, (Grantor) owner of the building located at 667 Main Street, Deadwood, South Dakota, which is described as follows:

Lot A of Block 18 of the City of Deadwood, Lawrence County, South Dakota,  
 also known as 667 Main Street  
 Subject to easements of record.

hereby grants and conveys to the City of Deadwood and Deadwood Historic Preservation Commission, whose address is 102 Sherman Street, Deadwood, South Dakota 57732, Grantees, an easement for the purpose of allowing Grantees to install and maintain the historic Spot Liquor Store “Tootsie” neon lighted sign on the roof of the building or structure at the above-described location. In consideration for the grant of this easement, the Grantees agree to utilize structural engineering recommendations in the installation and placement of the “Tootsie” sign.

Further, Grantees shall be responsible for and pay all costs incurred in connection with installing the sign and all utility and electricity payments incurred in connection with the sign. Grantees will also compensate Grantor for any damages to the roof caused by removal of the sign in the event the sign must be removed and repaired in the future.

The term of this easement shall be for a period of ten (10) years, with such time period to be renewed automatically for additional five (5) year periods, unless either of the parties gives the other written notice of non-renewal at least sixty (60) days prior to the termination of the original term of this lease or any renewal of the same.

Grantees agree to hold Grantor harmless from any and all liability for personal injury or property damage to any person or property incurred as a result of Grantees’ installation and maintenance of the sign on the roof of the above-described structure. Further, Grantees agree to indemnify Grantor for any sums of money which they may have to pay for any person by reason of such personal injury or property damage.

Grantor agrees to allow Grantees the right to inspect the “Tootsie” sign for damages upon giving Grantor 48 hours’ notice of intent to inspect the sign.



Dated this 6th day of May, 2024.

CITY OF DEADWOOD

By: \_\_\_\_\_  
Dave Ruth Jr  
Its: Mayor

STATE OF SOUTH DAKOTA        )  
  )SS  
COUNTY OF LAWRENCE        )

On this 6<sup>th</sup> day of May, in the year 2024, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

\_\_\_\_\_  
Jessica McKeown  
Finance

Dated this 24th day of April, 2024.

DEADWOOD HISTORIC PRESERVATION COMMISSION

By: \_\_\_\_\_  
Beverly Beebe Posey  
Its: Chairman

STATE OF SOUTH DAKOTA        )  
  )SS  
COUNTY OF LAWRENCE        )

On this 24<sup>th</sup> day of April, in the year 2024, before me personally appeared Beverly Beebe Posey, Chairman, Deadwood Historic Preservation Commission to be the person who is described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

\_\_\_\_\_  
Jessica McKeown  
Finance Officer

**AGREEMENT TO EXECUTE  
EASEMENT**

**THIS AGREEMENT TO EXECUTE EASEMENT** is made and entered into this 21<sup>st</sup> day of March, 2024, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "**GRANTEE**," and Steven R. Jobman and Sherry A. Jobman, Trustees, Jobman Living Trust, 3 Ryan Road, Deadwood, South Dakota, 57732, hereinafter referred to as "**GRANTOR**."

Grantor, in consideration of the sum of Three Thousand Dollars (\$3,000), the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and permanent drainage easement attached hereto as Exhibit A.

During construction on Grantor's property, Grantee agrees that any concrete damaged shall be replaced with a new concrete pad and that any pipes or culverts which become abandoned will be filled in with flowable fill concrete. ~~Unless stated herein the terms of the easement, attached as Exhibit A, shall supersede this agreement.~~

GRANTEE  
CITY OF DEADWOOD:

By: \_\_\_\_\_  
David R. Ruth Jr

Its: Mayor

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA  
SS.  
COUNTY OF LAWRENCE

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood, to be the persons who are described in, and who executed the within instrument and acknowledge to me that they executed the same.

ATTEST

\_\_\_\_\_  
Jessica McKeown  
Finance Officer

GRANTOR:

By: *Steven R. Jobman*  
Steven R. Jobman, Trustee  
Jobman Living Trust

By: *Sherry A. Jobman*  
Sherry A. Jobman, Trustee  
Jobman Living Trust

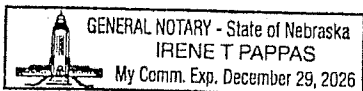
ACKNOWLEDGEMENT

STATE OF Nebraska  
SS.  
COUNTY OF Morrill

On this 27<sup>th</sup> day of March, 2024, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Steven Jobman and Sherry Jobman, Trustees, Jobman Living Trust, acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal.

(SEAL)



Notary Public *Irene T Pappas*  
My Commission Expires: 12-29-2026

## Recreational Trails Program Project Agreement Between The State of South Dakota and the City of Deadwood

---

**B**y this agreement entered into this 9th day of April, 2024, between the State of South Dakota, Department of Game, Fish and Parks/Division of Parks and Recreation, hereinafter called the “State” and the City of Deadwood, hereinafter called the “Sponsor”, the parties hereto agree to the following:

- A. The State will obligate funds from the Recreational Trails Program (RTP) apportionment by agreeing to pay to the sponsor an amount up to 80 percent of the total eligible costs, but in no event shall such amount exceed \$246,527 for:

Project Title: City of Deadwood OHV Trailhead Parking Area

Project Period: Date of Approval through 12/31/2025.

Project Scope: The City of Deadwood will construct a parking area for OHV trailers in the SDDOT ROW east of the Lodge in Deadwood.

1. The State does not pledge assets of the State of South Dakota, nor does it promise to pay the sponsor any part of the contract sum from State of South Dakota monies.
  2. Provide oversight of the project to ensure compliance with Federal requirements.
  3. Provide timely payment of Federal grant funds to project Sponsor when complete documentation, including completed RTP Billing Report, copies of all invoices with proof of payment have been submitted.
  4. Conduct a final project inspection and records review, as necessary, before final payment to Sponsor is made.
  5. Provide a sign identifying grant source at final inspection.
- B. The sponsor agrees to the following:
1. Complete the project scope within the terms of this agreement.
  2. This agreement may be rescinded, modified or amended only through written approval of both parties. The Sponsor shall submit to the State written requests, and acquire the State’s written approval, before implementing any changes in the project scope, project period or project cost.
  3. Sponsor may not assign, sublet or transfer this agreement or any interest in this Agreement without State’s written permission to do so.

4. Pay suppliers and contractors and seek reimbursement from the state. Reimbursement requests submitted by Sponsor will include completed billing report, copies of all receipts and proof of payment when seeking reimbursement from the State.
5. Maintain the completed project for public outdoor recreation.
6. Reimburse the State for all losses suffered due to the failure of the Sponsor to meet the obligations as set forth in this agreement.
7. Upon reasonable notice, allow the State through any authorized representative to have access to and the right to examine and copy all records or documents related to services under this Project Agreement.
8. Maintain accurate accounts of service, materials, equipment, labor and real property pertinent to the project and shall retain such records and documents for three (3) years following project termination.
9. Complete the project work in compliance with applicable federal, state and local laws, regulations and ordinances applicable to the project.
10. Sponsor warrants that the Sponsor has not employed or retained any company or person, other than a bona fide employee working solely for the Sponsor, to solicit or secure this Agreement, and that the Sponsor has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Sponsor, and fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement.
11. Shall submit contract documents to the State for review and approval before letting and/or execution of said documents.
12. Award construction contracts or single purchases in excess of \$25,000 on the basis of Competitive bidding.
13. Comply with the provision of Title VI of the Civil Rights Act of 1964 and are bound by Exhibit A, entitled "Standard Title VI Assurance", attached to and made part of this agreement. In short, as a recipient of RTP assistance, the Sponsor must assure their recreational facilities and programs are open to persons regardless of race, color, national origin, age or handicap.
14. Comply with the provision of Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 (ADA), as amended. This act provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. In this regard all facilities designed, constructed or altered with RTP assistance must be accomplished in accordance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG), as amended.

15. All project costs will be subject to US Office of Management and Budget (OMB) Circular A-133. Allowable costs will be in accordance with 49 CFR 18.22. If the sponsor exceeds \$500,000 or more in federal funds during any fiscal year covered under this agreement, then the sponsor will be subject to the single agency audit requirements of the US Office of Management and Budget (OMB) Circular A-133. If the sponsor expends less than \$500,000 during any fiscal year, the State may perform a more program or performance audit related to the completion of Agreement objectives, the eligibility of services or costs and adherence to Agreement provisions.
16. The Sponsor may charge a fee for use of the facility, but the fee must be reasonable and determined in negotiation between the State and the Sponsor. Non-government agencies should be aware that charging a fee to use a recreational facility may eliminate landowner liability protection offered under statute.
17. By signing this Agreement, neither the Sponsor nor its principals are presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
18. Certify to the best of the Sponsor's knowledge and belief, that: No Federally appropriated funds have been paid or will be paid, by or on behalf of the sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Agreement. If any funds other than federally appropriated funds have been paid to any of the above-mentioned parties, the Sponsor will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Sponsor will require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontract, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
19. Display provided sign acknowledging grant source at project site.
20. Failure by the Sponsor to comply with the terms of this agreement shall be cause for suspension of all obligations of the State hereunder.
21. Any disputes between the parties concerning this Agreement will be referred to the Secretary of the South Dakota Department of Game, Fish, and Parks or duly authorized representative for determination, whose decision in the matter will be final and conclusive on the parties of this agreement.




- 22. A conflict-of-interest policy is enforced within the recipient’s or sub-recipient’s organization.
- 23. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with Federal Law, and is displayed immediately after filing on the recipient’ or sub-recipient’s website.
- 24. An effective internal control system is employed by the recipient’s or sub-recipient’s organization.
- 25. If applicable, the recipient or sub-recipient is in compliance with the Federal Single Audit Act, in compliance with §4-11-2.1, and audits are displayed on the recipient’s or sub-recipient’s website.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this agreement as of date entered above:

Attest:

**SPONSOR**

Signature:  David R Ruth, Jr. (Apr 10, 2024 15:37 MDT)

Title: Mayor, City of Deadwood

**STATE**

Signature:  Jeffrey A. VanMeeteren (Apr 11, 2024 08:20 CDT)

Title: Director, Div. of Parks & Recreation

**EXHIBIT A**STATE OF SOUTH DAKOTA  
DEPARTMENT OF GAME, FISH, AND PARKSSTANDARD TITLE VI ASSURANCE  
SEPTEMBER 1, 1997

## TITLE VI – NONDISCRIMINATION:

During the performance of this Agreement, the sponsor, for themselves, their assignees, and successors in interest (collectively referred to as the “PARTIES”) agree as follows:

1. **Compliance with Regulations:** The PARTIES will comply with the Regulations relative to nondiscrimination in Federal or State assisted programs of the Department of Game, Fish, and Parks. Title 49, Code of Federal Regulations, Part 21, as it may be amended from time to time (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this agreement.
2. **Nondiscrimination:** The PARTIES, with regard to the work performed by the PARTIES during this agreement, will not discriminate on the grounds of race, religion, color, sex, age, disability, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The PARTIES will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix 8 of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the PARTIES for work to be performed under a subcontract, including procurements of materials or leases of equipment. Each potential subcontractor or supplier will be notified by the PARTIES of the PARTIES obligation under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, disability, or national origin.
4. **Information and Reports:** The PARTIES will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the Department of Game, Fish, and Parks, or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the PARTIES is the exclusive possession of another who fails or refuses to furnish this information, the PARTIES will so certify to the Department of Game, Fish, and Parks, or the Federal Highway Administration as appropriate, and will set forth what efforts were made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the PARTIES noncompliance with the non-discrimination provisions of this agreement, the Department of Game, Fish, and Parks will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the PARTIES under this Agreement until the PARTIES comply and/or
  - b. Cancellation, termination, or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: The PARTIES will include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The PARTIES will take such action with respect to any subcontract or procurement as the Department of Game, Fish, and Parks, or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the PARTIES become involved in, or are threatened with, litigation with a subcontractor or supplier as a result of such direction, the PARTIES may request the Department of Game, Fish, and Parks to enter into such litigation to protect the interests of the State of South Dakota, and in addition, the PARTIES may request the United States to enter into such litigation to protect the interests of the United States.



# AIA® Document A101® – 2017

## **Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the Twenty-Ninth day of April in the year Twenty Twenty Four  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

City of Deadwood  
102 Sherman Street  
Deadwood, SD 57732

and the Contractor:  
(Name, legal status, address and other information)

Complete Concrete, Inc  
Db a Complete Contracting Solutions  
7201 S. Hwy 16, Suite 100  
Rapid City, SD 57702

for the following Project:  
(Name, location and detailed description)

Whitewood Creek Restoration – Bid Package 2

The Engineer:  
(Name, legal status, address and other information)

Albertson Engineering Inc.  
3202 West Main St, Suite C  
Rapid City, SD 57702

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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**User Notes:**

(1244623443)

## TABLE OF ARTICLES

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2	THE WORK OF THIS CONTRACT
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## EXHIBIT A INSURANCE AND BONDS

## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*
- April 29, 2024

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

## § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Init.

/

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

- [ X ] By the following date:
  - Site 1A: December 17, 2024
  - Site 1B: December 17, 2024

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be One Million Seven Hundred Seventy-Two Thousand Four Hundred Twenty-Three Dollars & Zero Cents (\$ 1,772,423.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #1	\$131,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

Liquidated damages shall be as defined in the South Dakota 2015 Standard Specifications for Roads & Bridges, Section 8.8, "Failure to Complete on Time".

§ 4.6 Other:

Init.

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

N/A

## **ARTICLE 5 PAYMENTS**

### **§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

**§ 5.1.3** Payment of the amount certified shall be made by the Owner not later than forty-five ( 45 ) days after the Engineer receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Engineer may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Engineer determines, in the Engineer's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### **§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

5%

Init.

**§ 5.1.7.1.1** The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

N/A

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

N/A

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

N/A

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.**§ 5.2 Final Payment****§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Engineer.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Engineer's final Certificate for Payment.**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

0.5 % Monthly

**ARTICLE 6 DISPUTE RESOLUTION****§ 6.1 Initial Decision Maker**

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Engineer.)*

N/A



**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

N/A

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:

*(Name, address, email address, and other information)*

Kevin Kuchenbecker  
City of Deadwood  
102 Sherman Street  
Deadwood, SD 57732  
605-578-2082  
kevin@cityofdeadwood.com

**§ 8.3** The Contractor’s representative:

*(Name, address, email address, and other information)*

Rob Danielson  
Compete Concrete, Inc.  
dba Complete Contracting Solutions  
7201 S. Hwy 16, Suite 100  
Rapid City, SD 57702  
r.danielson@ccsisd.biz

**§ 8.4** Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

Init.

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**User Notes:**

(1244623443)

**§ 8.5 Insurance and Bonds**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

N/A

**§ 8.7** Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 Exhibit A, Certificate of Liability Insurance, Performance Bond, and Payment Bond
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 *(Insert the date of the E203-2013 incorporated into this Agreement.)*

N/A

- .5 Drawings

Number	Title	Date
See Drawing List in the Construction Drawings		March 8, 2024

- .6 Specifications

Section	Title	Date	Pages
See Table of Contents in the Project Manual		March 8, 2024	124 Total

- .7 Addenda, if any:

Number	Date	Pages
1	4/1/2024	19
2	4/2/2024	5
3	4/8/2024	4

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:  
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

Init.

/

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

N/A

[ ] The Sustainability Plan:

Title	Date	Pages
N/A		

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

.9 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

City of Deadwood

Complete Construction Inc

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
**CONTRACTOR** (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 190054264

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Complete Concrete, Inc. dba Complete Contracting Solutions
7201 S Hwy 16, Ste 100
Rapid City, SD 57702

SURETY (Name and Principal Place of Business):
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

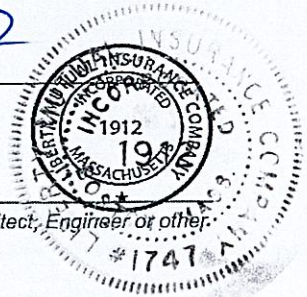
OWNER (Name and Address):
City of Deadwood
108 Sherman St.
Deadwood, SD 57732

CONSTRUCTION CONTRACT
Date: April 29, 2024
Amount: \$1,772,423.00 One Million Seven Hundred Seventy Two Thousand Four Hundred Twenty Three Dollars and 00/100
Description (Name and Location): Whitewood Creek Restoration - Bid Package 2

BOND
Date (Not earlier than Construction Contract Date): April 29, 2024
Amount: \$1,772,423.00 One Million Seven Hundred Seventy Two Thousand Four Hundred Twenty Three Dollars and 00/100
Modifications to this Bond: [ ] None [ ] See Page 3

CONTRACTOR AS PRINCIPAL
Company: Complete Concrete, Inc. dba Complete Contracting Solutions
Signature: [Handwritten Signature]
Name and Title: Eloy Buren Vice President

SURETY
Company: Liberty Mutual Insurance Company
Signature: [Handwritten Signature]
Name and Title: Travis Gusso Attorney-in-Fact



(Any additional signatures appear on page 3)
(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:
Gusso Surety Bonds, Inc.
2307 W. 57th St., Ste. 100
Sioux Falls, SD 57108-5049
605-339-7280

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):



**1** The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

**3** If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

**3.1** The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

**3.2** The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

**3.3** The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

**4** When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**4.1** Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

**4.2** Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

**4.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

**4.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

**.1** After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

**.2** Deny liability in whole or in part and notify the Owner citing reasons therefor.

**5** If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**6** After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

**6.1** The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

**6.2** Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

**6.3** Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**7** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

**8** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**9** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: (Corporate Seal)

SURETY  
Company: (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 190054264

AIA Document A311

## Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

**KNOW ALL MEN BY THESE PRESENTS:** that Complete Concrete, Inc. dba Complete Contracting Solutions (Here insert full name and address or legal title of Contractor)

7201 S Hwy 16, Ste 100 Rapid City, SD 57702

as Principal, hereinafter called Principal, and, Liberty Mutual Insurance Company (Here insert full name and address or legal title of Surety)

175 Berkeley Street, Boston, MA 02116

as Surety, hereinafter called Surety, are held and firmly bound unto City of Deadwood (Here insert full name and address or legal title of Owner)

108 Sherman St. Deadwood, SD 57732

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of One Million Seven Hundred Seventy Two Thousand Four Hundred Twenty Three Dollars and 00/100 (Here insert a sum equal to at least one-half of the contract price) Dollars (\$ 1,772,423.00 ),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

### WHEREAS,

Principal has by written agreement dated April 29, 2024, entered into a contract with Owner for

(Here insert full name, address and description of project) Whitewood Creek Restoration - Bid Package 2

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.



# LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed

and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

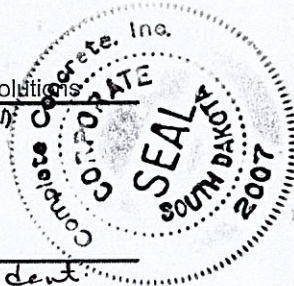
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety or mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 29th day of April, 2024.

ATTEST:

By: Valerie L. Effenberger  
(Witness)

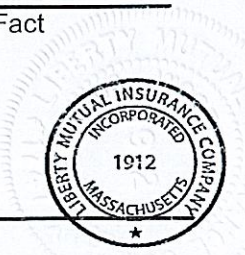
Complete Concrete, Inc. dba Complete Contracting Solutions  
(Principal) (Seal)  
By: [Signature]  
Elroy Buren (Title) Vice President



WITNESS:

By: [Signature]  
Jennifer Rinehart (Witness)

Liberty Mutual Insurance Company  
(Surety) (Seal)  
By: [Signature]  
Travis Gusso (Title) Attorney-in-Fact





STATE OF South Dakota

COUNTY OF Lincoln

I, Jennifer Rinehart Notary Public of Lincoln

County, in the State of South Dakota, do hereby certify that

Travis Gusso Attorney-in-Fact, of

Liberty Mutual Insurance Company

who is personally known to me to be the same person whose name is

subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed, and delivered said instrument, for and on behalf of the

Liberty Mutual Insurance Company

for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Sioux Falls, SD in said County, this 23<sup>rd</sup> day of April

A.D. 2024.



Jennifer Rinehart  
Notary Public Jennifer Rinehart  
My Commission Expires: March 27, 2025



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Section 6 Item s.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Travis Gusso all of the city of Sioux Falls, state of SD its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Complete Concrete, Inc. dba Complete Contracting Solutions
Obligee Name: City of Deadwood
Surety Bond Number: 190054264 Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of April, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of April, 2024, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of April, 2024.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.



# CERTIFICATE OF LIABILITY INSURANCE

Section 6 Item s.

4/23/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	<b>CONTACT NAME:</b> Mike Stasny <b>PHONE (A/C. No. Ext):</b> 612-349-2432 <b>FAX (A/C. No):</b>	
	<b>E-MAIL ADDRESS:</b> mstasny@holmesmurphy.com	
<b>INSURED</b> Complete Concrete, Inc. dba Complete Contracting Solutions, Inc. 7201 S Hwy 16, Suite 100 Rapid City SD 57702	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Zurich American Insurance Company	<b>NAIC #</b> 16535
	<b>INSURER B :</b> Travelers Property Casualty Co. America	25674
	<b>INSURER C :</b> Indian Harbor Insurance Company	36940
	<b>INSURER D :</b> Hanover Insurance Company	22292
	<b>INSURER E :</b> <b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 11750016 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contr Liab Per <input checked="" type="checkbox"/> Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GLO380463805	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp: \$1,000 <input checked="" type="checkbox"/> Coll: \$2,500	Y	Y	BAP380463905	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto Phys Dmge \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP8S887601	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC380463705	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input type="checkbox"/> Pollution Liability <input type="checkbox"/> Leased-Rented Equip/Special Form <input type="checkbox"/> Installation Floater/Special Form			PEC200034601	1/1/2024	1/1/2025	\$10,000 Ded
D				RHXD89188105	1/1/2024	1/1/2025	\$5,000 Ded \$1,000 Ded


**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Whitewood Creek Restoration – Bid Package 2

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: City of Deadwood, Project Owner and Others as required by written contract.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: City of Deadwood, Project Owner and Others as required by written contract.

See Attached...

**CERTIFICATE HOLDER** **CANCELLATION**

City of Deadwood, Municipal Corporation 102 Sherman Street Deadwood SD 57732	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## ADDITIONAL REMARKS SCHEDULE

AGENCY Holmes Murphy & Associates		NAMED INSURED Complete Concrete, Inc. dba Complete Contracting Solutions, Inc. 7201 S Hwy 16, Suite 100 Rapid City SD 57702	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The following supersedes the cancellation wording: Should any of the above described policies be cancelled before the expiration date, 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder.



# AIA® Document A201® – 2007

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

Whitewood Creek Restoration – BID PACKAGE 2

Multiple sites in Deadwood, SD

### THE OWNER:

*(Name, legal status and address)*

City of Deadwood

108 Sherman St.

Deadwood, Sd 57732

(605) 578-2082

### THE ENGINEER:

*(Name, legal status and address)*

Albertson Engineering Inc

3202 W. Main St

Rapid City, SD 57702

(605) 343-9606

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### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(809064502)

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**ARTICLE 1 GENERAL PROVISIONS****§ 1.1 BASIC DEFINITIONS****§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Engineer. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

**§ 1.1.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Engineer or the Engineer's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Engineer or the Engineer's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Engineer's duties.

**§ 1.1.3 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

**§ 1.1.4 THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

**§ 1.1.5 THE DRAWINGS**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

**§ 1.1.6 THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

**§ 1.1.7 INSTRUMENTS OF SERVICE**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Engineer and the Engineer's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

**§ 1.1.8 INITIAL DECISION MAKER**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

**§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Engineer and the Engineer's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Engineer's or Engineer's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Engineer and the Engineer's consultants.

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## ARTICLE 2 OWNER

### § 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Engineer does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.2** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.2.3** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.2.4** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.2.5** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### **§ 2.3 OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### **§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Engineer's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Engineer. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 GENERAL**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer in the Engineer's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Engineer any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Engineer may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Engineer any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Engineer may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Engineer issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Engineer for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Engineer and shall not proceed with that portion of the Work without further written instructions from the Engineer. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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§ 3.4.2 Except in the case of minor changes in the Work authorized by the Engineer in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Engineer and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 WARRANTY

The Contractor warrants to the Owner and Engineer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### § 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Engineer before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Engineer will promptly investigate such conditions and, if the Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Engineer's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Engineer. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall

continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Engineer the name and qualifications of a proposed superintendent. The Engineer may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Engineer has reasonable objection to the proposed superintendent or (2) that the Engineer requires additional time to review. Failure of the Engineer to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Engineer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Engineer's approval. The Engineer's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Engineer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Engineer.

### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required

submittals. These shall be available to the Engineer and shall be delivered to the Engineer for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Engineer is subject to the limitations of Section 4.2.7. Informational submittals upon which the Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Engineer without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Engineer or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Engineer that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Engineer.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and (1) the Engineer has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Engineer's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Engineer on previous submittals. In the absence of such written notice, the Engineer's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Engineer will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop

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Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Engineer. The Owner and the Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Engineer have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Engineer will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### § 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### § 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### § 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Engineer access to the Work in preparation and progress wherever located.

### § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Engineer harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Engineer. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Engineer.

### § 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Engineer, Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a

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party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE 4 ENGINEER

### § 4.1 GENERAL

§ 4.1.1 The Owner shall retain an engineer lawfully licensed to practice engineering or an entity lawfully practicing engineering in the jurisdiction where the Project is located. That person or entity is identified as the Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Engineer. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Engineer is terminated, the Owner shall employ a successor engineer as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Engineer.

### § 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Engineer will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Engineer issues the final Certificate for Payment. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Engineer about matters arising out of or relating to the Contract. Communications by and with the Engineer's consultants shall be through the Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Engineer's evaluations of the Contractor's Applications for Payment, the Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Engineer has authority to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed.

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However, neither this authority of the Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Engineer will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer's action will be taken in accordance with the submittal schedule approved by the Engineer or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Engineer will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Engineer will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Engineer will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Engineer agree, the Engineer will provide one or more project representatives to assist in carrying out the Engineer's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Engineer will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Engineer will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Engineer's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Engineer will review and respond to requests for information about the Contract Documents. The Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Engineer will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

## § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Engineer the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Engineer may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Engineer has reasonable objection to any such proposed person or entity or (2) that the Engineer requires additional time for review. Failure of the Owner or Engineer to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Engineer has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Engineer has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Engineer makes reasonable objection to such substitution.

## § 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Engineer. Each subcontract agreement shall preserve and protect the rights of the Owner and Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

### **§ 6.2 MUTUAL RESPONSIBILITY**

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Engineer apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.



**§ 6.3 OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Engineer will allocate the cost among those responsible.

**ARTICLE 7 CHANGES IN THE WORK****§ 7.1 GENERAL**

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor and Engineer; a Construction Change Directive requires agreement by the Owner and Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Engineer alone.

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

**§ 7.2 CHANGE ORDERS**

**§ 7.2.1** A Change Order is a written instrument prepared by the Engineer and signed by the Owner, Contractor and Engineer stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

**§ 7.3 CONSTRUCTION CHANGE DIRECTIVES**

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Engineer and signed by the Owner and Engineer, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

**§ 7.3.4** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

**§ 7.3.5** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Engineer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Engineer shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Engineer. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Engineer will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Engineer determines, in the Engineer's professional judgment, to be reasonably justified. The Engineer's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Engineer concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Engineer will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 MINOR CHANGES IN THE WORK

The Engineer has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Engineer and shall be binding on the Owner and Contractor.

### ARTICLE 8 TIME

#### § 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Engineer in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

**§ 8.2 PROGRESS AND COMPLETION**

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

**§ 8.3 DELAYS AND EXTENSIONS OF TIME**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Engineer, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine.

**§ 8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Article 15.

**§ 8.3.3** This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

**ARTICLE 9 PAYMENTS AND COMPLETION****§ 9.1 CONTRACT SUM**

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

**§ 9.2 SCHEDULE OF VALUES**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Engineer, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 9.3 APPLICATIONS FOR PAYMENT**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Engineer an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Engineer may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Engineer, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon

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compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### **§ 9.4 CERTIFICATES FOR PAYMENT**

**§ 9.4.1** The Engineer will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Engineer determines is properly due, or notify the Contractor and Owner in writing of the Engineer's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Engineer to the Owner, based on the Engineer's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Engineer's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Engineer. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Engineer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

**§ 9.5.1** The Engineer may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Engineer's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Engineer is unable to certify payment in the amount of the Application, the Engineer will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which the Engineer is able to make such representations to the Owner. The Engineer may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Engineer's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.3** If the Engineer withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the

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Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Engineer and the Engineer will reflect such payment on the next Certificate for Payment.

### § 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Engineer.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Engineer will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Engineer and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Engineer shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

### § 9.7 FAILURE OF PAYMENT

If the Engineer does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Engineer or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Engineer, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

### § 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Engineer a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Engineer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Engineer's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Engineer. In such case, the Contractor shall then submit a request for another inspection by the Engineer to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Engineer will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### **§ 9.9 PARTIAL OCCUPANCY OR USE**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Engineer as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Engineer.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor and Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### **§ 9.10 FINAL COMPLETION AND FINAL PAYMENT**

**§ 9.10.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection and, when the Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Engineer's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Engineer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract

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Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### **§ 10.2 SAFETY OF PERSONS AND PROPERTY**

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

**§ 10.2.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

**§ 10.2.3** The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in

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whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Engineer.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.3 HAZARDOUS MATERIALS**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Engineer in writing.

**§ 10.3.2** Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Engineer the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Engineer will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Engineer has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Engineer have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Engineer, Engineer's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.



**§ 10.3.5** The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

#### **§ 10.4 EMERGENCIES**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 CONTRACTOR'S LIABILITY INSURANCE**

**§ 11.1.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

**§ 11.1.2** The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

**§ 11.1.3** Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

**§ 11.1.4** The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Engineer and the Engineer's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional

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insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

### § 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

### § 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Engineer's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

### § 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

### § 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

#### § 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Engineer, Engineer's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Engineer, Engineer's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Engineer's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Engineer, be uncovered for the Engineer's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Engineer has not specifically requested to examine prior to its being covered, the Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### § 12.2 CORRECTION OF WORK

#### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Engineer or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work for all project sites, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Engineer, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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**§ 12.3 ACCEPTANCE OF NONCONFORMING WORK**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

**ARTICLE 13 MISCELLANEOUS PROVISIONS****§ 13.1 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

**§ 13.2 SUCCESSORS AND ASSIGNS**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

**§ 13.3 WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

**§ 13.4 RIGHTS AND REMEDIES**

**§ 13.4.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**§ 13.4.2** No action or failure to act by the Owner, Engineer or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

**§ 13.5 TESTS AND INSPECTIONS**

**§ 13.5.1** Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Engineer timely notice of when and where tests and inspections are to be made so that the Engineer may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

**§ 13.5.2** If the Engineer, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Engineer will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Engineer of when and where tests and inspections are to be made so that the Engineer may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

**§ 13.5.3** If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

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such failure including those of repeated procedures and compensation for the Engineer's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Engineer.

§ 13.5.5 If the Engineer is to observe tests, inspections or approvals required by the Contract Documents, the Engineer will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

#### § 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

#### § 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Engineer has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Engineer, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Engineer, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

**§ 14.2 TERMINATION BY THE OWNER FOR CAUSE****§ 14.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.**§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE****§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

**§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE****§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.**§ 14.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**ARTICLE 15 CLAIMS AND DISPUTES****§ 15.1 CLAIMS****§ 15.1.1 DEFINITION**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

**§ 15.1.2 NOTICE OF CLAIMS**

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Engineer, if the Engineer is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3 CONTINUING CONTRACT PERFORMANCE**

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Engineer will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

**§ 15.1.4 CLAIMS FOR ADDITIONAL COST**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

**§ 15.1.5 CLAIMS FOR ADDITIONAL TIME**

**§ 15.1.5.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.5.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

**§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

**§ 15.2 INITIAL DECISION**

**§ 15.2.1** Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Engineer will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.



§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Engineer, if the Engineer is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### § 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

LOAN NUMBER:	#2024.06
DUE DATE:	12/31/2024
RENEWED UNTIL:	_____
RETURNED:	YES/NO

**LOAN AGREEMENT FOR USE OF CITY OF DEADWOOD PROPERTY**

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_, 2024, by and between the City of Deadwood, herein after referred to as "DEADWOOD," and Rob Bozell, located at 4411 California Street, Omaha, NE 68131, hereinafter referred to as "PERMITEE."

1. The purpose of this Agreement is to set forth the terms and conditions under which DEADWOOD grants permission and loans to PERMITEE to use the following property owned by DEADWOOD.
2. A description of the property for which permission is granted is as follows: **(9) Boxes of Faunal materials from the 2019 to 2020 Deadwood FourPoints Hotel archaeological investigation.**
3. The purpose for which PERMITEE is using the above-described premises is as follows: **"RESEARCH & ANALYSIS"**
4. Permission for the above use at the above-described location is permitted from April 24 1, 2024 until December 31, 2024.
5. PERMITEE agrees to handle, package, and ship or transport the objects and/or collections (and pay for same) in a manner that protects it from breakage, loss, deterioration, and contamination.
6. PERMITEE specifically acknowledges and agrees that it shall be solely responsible for any damage to the property loaned pursuant to this Agreement. Further, PERMITEE agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money, which DEADWOOD might have to pay to any person as a result of property damage, personal injury, or death

resulting from PERMITEE'S use of city property pursuant to this Agreement.

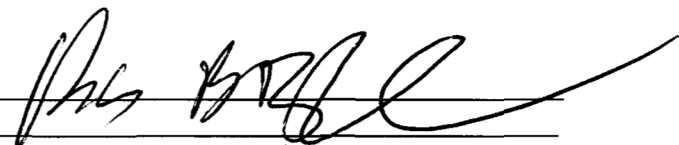
7. The Deadwood City Archivist shall administer and supervise use of City of Deadwood property pursuant to this Agreement and all PERMITEES shall contact such Official with respect to all matters and questions concerning this Agreement. This Agreement is subject to approval by, and shall be effective upon approval by, the Deadwood City Commission. Any extensions of the term of this agreement must be approved by the Deadwood City Commission.
8. Within twenty-four hours of discovery, the PERMITEE will notify DEADWOOD of instances or circumstances surrounding any loss of damage to, or destruction of the materials and at the direction of DEADWOOD, take steps to fix the damaged materials.
9. PERMITEE also further understands and agrees that the property shall not be repaired, restored, cleaned, or altered in any way whatsoever,
10. All loaned materials shall not leave custody of the PERMITEE without written permission of DEADWOOD.
11. PERMITEE agrees to acknowledge and credit DEADWOOD in any use or photographs or exhibits or publications resulting from the loan. The credit line shall read as follows: **“Courtesy of the City of Deadwood and the Deadwood Historic Preservation Commission.”**
12. PERMITEE agrees to provide DEADWOOD with two (2) copies of any photographs, published articles, materials, etc. generated as a result of the loan.

- 13. Upon termination of this agreement, PERMITTEE agrees to properly package and arrange transport the said property listed above back to DEADWOOD. Damage inflicted by inadequate packaging will be at the expense of the PERMITTEE.
- 14. Either party may terminate this agreement, effective not less than five (5) days after receipt by the other party of written notice, without further liability to either party.
- 15. PERMITTEE shall maintain adequate insurance against any loss of any property subject to this loan. PERMITTEE shall also maintain an insurance policy against any loss to the property loaned to PERMITTEE, naming DEADWOOD as an additional insured.
- 16. PERMITTEE shall provide DEADWOOD a copy of such insurance policy prior to the loan being made.

Dated this 27 day of April, 2024.

City of Deadwood

By: \_\_\_\_\_  
David Ruth, Jr., Mayor

By:   
\_\_\_\_\_  
(PLEASE PRINT NAME)

Rob Bozell  
Independent Contractor / Faunal Specialist

Attachment #01 – List of Boxes and Photographs

- Box\_001 Contents: Lots 2; 4; 47; 49/53; 51; 59
- Box\_002 Contents: Lot 59
- Box\_003 Contents: Lot 59
- Box\_004 Contents: Lot 59
- Box\_005 Contents: Lots 59/61; 61
- Box\_006 Contents: Lots 61; 63; 65
- Box\_007 Contents: Lots 65; 65/67; 67
- Box\_008 Contents: Lot 61 Pig skulls (2)
- Box\_009 Contents: Lot 67

\*\*\*Contents of boxes are itemized on spreadsheets inside each box and attached to this loan agreement\*\*\*

END LOAN 2024.06



522 S Main St  
Lead SD 57754  
(605) 578-1495

# Invoice

Jacobs Precision Welding Inc

DATE	INVOICE #
5/2/2024	31093

BILL TO

City of Deadwood 102 Sherman St Deadwood SD 57732
---

P.O. NO.	TERMS	Jacobs JOB#	Jacobs PS#
	Net 15		

DESCRIPTION	QTYHRS	RATE	AMOUNT
Pick up 5 gates from Rodeo Grounds, bring to shop, repair/straighten gates, take back to Rodeo Grounds	1	2,500.00	2,500.00
		Subtotal	\$2,500.00
		Sales Tax (6.2%)	\$0.00

**Customer Balance      \$2,520.70**

**Invoice Total      \$2,500.00**

Acceptance of goods constitutes acceptance of our terms and conditions. There is a late charge of 1.5% per month on all past due balances that are not paid within the terms of our agreement. Reasonable Collection and Attorney's Fees will be assessed to all accounts placed for collection. Items left after 10 days will be charged \$15 per day thereafter.



522 S Main St  
Lead SD 57754  
(605) 578-1495

Jacobs Precision Welding Inc

# Invoice

DATE	INVOICE #
5/2/2024	31094

BILL TO

City of Deadwood  
102 Sherman St  
Deadwood SD 57732

P.O. NO.	TERMS	Jacobs JOB#	Jacobs PS#
	Net 15		

DESCRIPTION	QTYHRS	RATE	AMOUNT
Fabricate hinges for 8 gates	8	446.21	3,569.68
Portable Welding - Install gates	1	4,228.57	4,228.57
Credit	1	-1,593.40	-1,593.40
Subtotal			\$6,204.85
Sales Tax (6.2%)			\$0.00

**Customer Balance      \$8,725.55**

**Invoice Total      \$6,204.85**

Acceptance of goods constitutes acceptance of our terms and conditions. There is a late charge of 1.5% per month on all past due balances that are not paid within the terms of our agreement. Reasonable Collection and Attorney's Fees will be assessed to all accounts placed for collection. Items left after 10 days will be charged \$15 per day thereafter.



# Estimate

Straight Line Striping  
 1713 Space Court  
 Rapid City, SD 57701  
 Cell 605-381 4940  
 Home 605-341-0863  
 Dan St.Pierre

Name/Address
City Of Deadwood 108 Sherman St. Deadwood, SD 57732 Crooswalks On 4 Corners16A/385

Date	Estimate No.	Work Order #
03/31/24	1261	

Item	Description	Quantity	Cost	Total
Cross Walk	Cross Walk Bars 8ft. Painted Twice	40	30.00	1,200.00T
Stop Bar	Stop Bar Painted Twice	7	30.00	210.00T
Mobilization	Mobilization	1	125.00	125.00T
	Excise Tax		2.00%	30.70
ESTIMATE IS GOOD FOR 30 DAYS			Total	\$1,565.70

## Invoice

Straight Line Striping  
 1713 Space Court  
 Rapid City, SD 57701  
 Cell 605-381-4940  
 Home 605-341-0863  
 Danny St.Pierre

Date	Invoice No.
07/27/23	2163

Bill To:
City Of Deadwood Sherman St, Lee St, Deadwood St & Pine St. Deadwood, SD 57732

Ship To
City Of Deadwood 108 Sherman St. Deadwood, SD 57732

P.O. Number	Terms	Rep	Ship Date	Ship Via	FOB	Project
	Net 15		07/27/23			

Item	Description	Quantity	Price Each	Amount
4" yellow	4"Yellow Stripe	3,220	0.20	644.00T
4" White	4" White Stripe	3,860	0.20	772.00T
Curb	Curb Yellow	3,170	0.20	634.00T
Curb	Curb Blue	60		0.00T
Curb	Curb Purple	240		0.00T
Arrows	Arrows Ex Large	14	15.00	210.00T
Cross Walk	Cross Walk Bars Painted Rtwice	78	20.00	1,560.00T
Stop Bar	Stop Bar Painted Twice	16	30.00	480.00T
Mobilization	Mobilization	2	125.00	250.00T
	Excise Tax		2.00%	91.00
THANKS FOR YOUR BUSINESS			Total	\$4,641.00

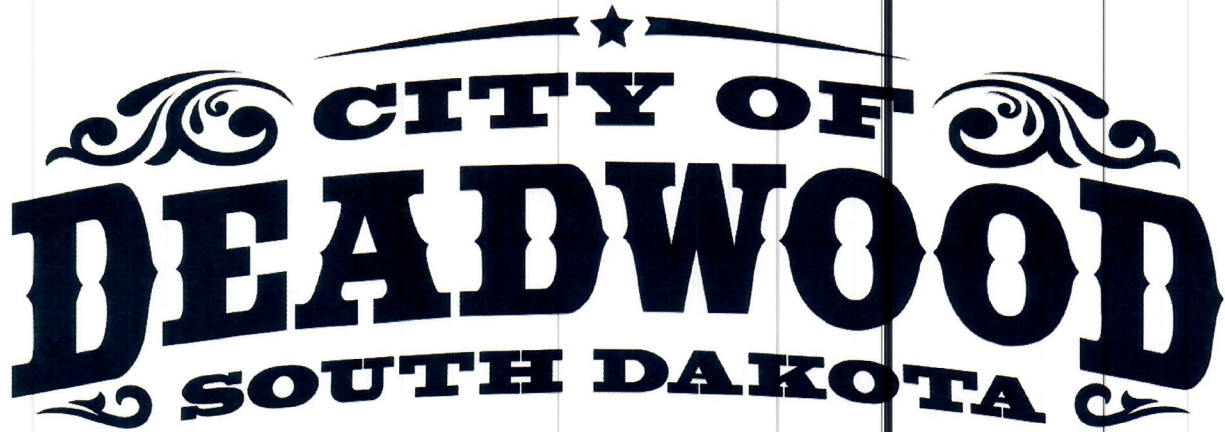
## Estimate

Straight Line Striping  
 1713 Space Court  
 Rapid City, SD 57701  
 Cell 605-381 4940  
 Home 605-341-0863  
 Dan St.Pierre

Name/Address
City Of Deadwood Sherman St, Lee St, Deadwood St & Pine St. Deadwood, SD 57732

Date	Estimate No.	Work Order #
03/31/24	1034	

Item	Description	Quantity	Cost	Total
4" yellow	4"Yellow Stripe	3,220	0.20	644.00T
4" White	4" White Stripe	3,860	0.20	772.00T
Curb	Curb Yellow	3,170	0.20	634.00T
Curb	Curb Blue	60	36.00	2,160.00T
Curb	Curb Purple	240	0.48	115.20T
Arrows	Arrows Ex Large	14	15.00	210.00T
Cross Walk	Cross Walk Bars Painted Rvice	78	25.00	1,950.00T
Stop Bar	Stop Bar Painted Twice	16	30.00	480.00T
Mobilization	Mobilization	2	125.00	250.00T
	Excise Tax		2.00%	144.30
ESTIMATE IS GOOD FOR 30 DAYS			Total	\$7,359.50



**City of Deadwood  
Special Event  
Permit Application and  
Facility Use  
Agreement for**

---

**Instructions:**

To apply for a Special Event Permit, please read the Special Event Permit Application Instructions and then complete this application. Submit your application, including required attachments, no later than forty-five (45) days before your event. Facility Use Agreements should also be completed at this time (if applicable).

Adopted June 1, 2023

### EVENT INFORMATION

<input type="checkbox"/> Run	<input type="checkbox"/> Walk	<input checked="" type="checkbox"/> Bike Tour	<input type="checkbox"/> Bike Race	<input type="checkbox"/> Parade	<input type="checkbox"/> Concert
<input type="checkbox"/> Street Fair	<input type="checkbox"/> Triathlon	<input type="checkbox"/> Other			

Event Title: The Big Mick

Event Date(s): 6/15/2024 Total Anticipated Attendance: 100  
(month, day, year)

5:00 PM - 7:00 PM 6/14/24 (# of Participants 100 # of Spectators X)

Actual Event Hours: (from: 4:30 AM / PM (to): 7:00 AM / PM  
Sherman Street Lot

Location / Staging Area: Parking lot + Mickelson Trail trailhead

Set up/assembly/construction 6/15/24 Start time: 5:00 AM / PM

Please describe the scope of your setup / assembly work (specific details): Event coordinators - 2 vehicles in parking lot will hand out registration bags. On 6/15/24 - cyclists gather at trailhead - then set out on Mickelson trail all on trail by 7a

Dismantle Date: 6/15/2024 Completion time: 7:00 AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: 711 - cyclists will park at trailhead lot & retrieve vehicles by 10pm on 6/15/24

- Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street.
- Any request involving 25-50 motor vehicles (not including motorcycles) - will park on the north side of Main Street, which will not require street closure.
- Any request involving 50 or more vehicles (which would require an entire street closure From Wall Street to Shine Street and security must be provided at Shine Street and Main Street and Wall Street and Main Street to direct traffic.
- Additional security maybe required at the discretion of the Event Committee.

### OPEN CONTAINER

<https://www.cityofdeadwood.com/planning/page/special-event-open-container-information-and-maps>

Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted June 1, 2023



**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**

Commercial (for profit)  Noncommercial (nonprofit)

Sponsoring Organization: Mickelson Trail Affiliates, LLC

Chief Officer of Organization (NAME): Ann Cunningham

Applicant (NAME): Ann Cunningham Business Phone: (605) 440-2400

Address: PO Box 6038 Custer SD 57730  
(city) (state) (zip code)

Daytime phone: (605) 440-2400 Evening Phone: ( ) same Fax #: ( )

Please list any **professional event organizer** or **event service provider** hired by you that is authorized to work on your behalf to produce this event.

Name: n/a

Address: \_\_\_\_\_  
(city) (state) (zip code)

Contact person "on site" day of event or facility use Ann Cunningham Pager/Cell #: 605-440-2400

**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)

**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.

**FEES / PROCEEDS / REPORTING**

NO  YES  Is your organization a "Tax Exempt, nonprofit" organization? If YES, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).

Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s): admission fees are all prepaid - no funds exchanged on 6/15/24  
Riders register online

**OVERALL EVENT DESCRIPTION:  
ROUTE MAP/ SITE DIAGRAM/ SANITATION**

Please provide a **detailed description** of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event:

The Big Mick is an annual cycling event on the George V. Mickelson Trail

Up ~~to~~ to 100 cyclists will ride from Deadwood to Edgemont, on the Mickelson Trail - in one day

**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

- NO       YES  
 Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.
- Will items or services be sold at the event? If **YES**, please describe: \_\_\_\_\_
- Does this event involve a moving route of any kind along streets, sidewalks, or highways? If **YES**, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.
- Does this event involve a fixed venue site? If **YES**, attach a detailed site map showing all street impacted by the event.

Adopted June 1, 2023

In addition to the route map required above, please attach a diagram showing the overall lay-out and set-up locations for the following items:

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.
- Food Concession and / or Food Preparation Area(s).

Please describe how food will be served at the event: NOTE  
 \_\_\_\_\_  
 \_\_\_\_\_

If you intend to cook food in the event area, please specify the method to be used:

GAS       ELECTRIC       CHARCOAL       OTHER(SPECIFY): \_\_\_\_\_

- First Aid Facilities and Ambulance locations.
- Tables and Chairs.
- Fencing, Barriers and / or Barricades.
- Generator Locations and / or Source of Electricity.
- Canopies or Tent Locations.
- Booths, Exhibits, Displays or Enclosures.
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
- Vehicles and / or Trailers.
- Trash Containers and Dumpsters.

(NOTE): You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event, the area must be returned to a clean condition.

Number of trash cans: 0      Trash Containers w/ lids: 0

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: n/a - site needed strictly for parking & handing out registration packets

Other Related Event Components not covered above. n/a



### SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: n/a

Please describe your Accessibility Plan for access at your event by individuals with disabilities: n/a

**REQUIRED: It is the applicant's responsibility to comply with all City, County, State and Federal Disability Access Requirements applicable to this event.**

NO YES

Have you hired any Professional Security organization to handle security arrangements for this event? If **YES**, please list:

Security Organization: \_\_\_\_\_

Security Organization Address: \_\_\_\_\_  
(city) (state) (zip code)

Security Director (Name): \_\_\_\_\_ Business phone: \_\_\_\_\_

NO YES

Is this a night event? If **YES**, please state how the event and surrounding area will be illuminated to ensure the safety of the participants and spectators: \_\_\_\_\_

Please indicate what arrangements you have made for providing **First Aid Staffing and Equipment**? volunteers on site

Number 0 Ambulance(s) – How provided? \_\_\_\_\_

Number 0 Emergency Medical Technicians – How provided? \_\_\_\_\_

APPLICANT specifically acknowledges and agrees that it shall be solely responsible for any damage to personal property located in or stored in or upon DEADWOOD's property pursuant to the activity for which approval is being sought and that DEADWOOD shall not be responsible for any damage or loss to or of APPLICANT's property which results from any cause or reason with regard to personal property owned by APPLICANT stored or located on DEADWOOD's property pursuant to approval of the activity for which approval is being sought herein.

Acknowledge acceptance with initials: [Signature]

APPLICANT agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money which DEADWOOD might have to pay to any person as a result of property damage, personal injury or death resulting from APPLICANT's use of the City property pursuant to approval of the activity for which approval is being sought herein.

Acknowledge acceptance with initials: [Signature]

Adopted June 1, 2023

**PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT**

Please describe your plans to notify all residents, businesses and churches impacted by the event: Big Mick event will not impact businesses or residents

**ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES**

NO  YES  Are there any **musical entertainment** features related to your event or facilities rental? If **YES**, please state the number of bands and type of music.

Number of Stages: \_\_\_\_\_ Number of Bands: \_\_\_\_\_

Type of Music: \_\_\_\_\_

Will **sound amplification** be used?  
If **YES**, please indicate: Start Time: \_\_\_\_\_ AM / PM – Finish Time: \_\_\_\_\_ AM / PM

Will **sound check** be conducted prior to the event?  
If **YES**, please indicate: Start Time: \_\_\_\_\_ AM / PM – Finish Time: \_\_\_\_\_ AM / PM

Please describe the sound equipment that will be used for your event: \_\_\_\_\_

Will any fireworks, rockets or other pyrotechnics be used? If **YES**, please attach a copy of your permit (issued by the State Fire Marshall's office) to this application.

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: \_\_\_\_\_

**PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION**

NO  YES  Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe: Online

NO  YES  Will there be any live media coverage during your event? If **YES**, please explain: \_\_\_\_\_

Refer all event public inquiries and / or media inquiries for this event to:  
NAME: Ann Cunningham PHONE: 605-440-2400

Adopted June 1, 2023



### INSURANCE REQUIREMENTS/LIQUOR LIABILITY

**REQUIRED:** Insurance for your event will be required before final permit approval.

Name of Insurance Company: Black Hills Insurance

Agent's Name: Jesse Carr

Business Phone: (605) 346-5555 Policy Number: issued wk prior Policy Type: gen ~~liability~~ liability

Address: 800 St Joseph St. Rapid City (city) SD (state) 57701 (zip code)

For final permit approval, you will need commercial general liability insurance that names "the City of Deadwood, its officers, employees and agents" as an additional insured. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact the Finance Office at (605) 578-2600 – Fax # (605) 578-2084.

The City must be named as an "additional insured." Please obtain the required insurance and mail an original insurance certificate to: City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.

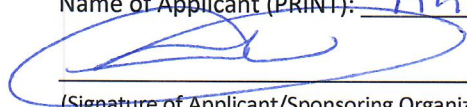
### AFFIDAVIT OF APPLICANT

**Advance Cancellation Notice Required:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules and regulations established by the City Commission of Deadwood. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Deadwood.

Name of Applicant (PRINT): Ann Cunningham

Title: Event Coordinator

  
(Signature of Applicant/Sponsoring Organization)

Date: 4/24/24

**Brandon Industries, Inc.**

PO Box 2230  
McKinney, TX 75070  
(972) 542-3000

**Quote****Order Number:** 1023302**Order Date:** 4/26/2024**Salesperson:** Debryce Allen**Customer Number:** SDDEADWOOD**Sold To:**

CITY OF DEADWOOD  
JIM LEE  
108 SHERMAN ST  
DEADWOOD, SD 57732

**Ship To:**

CITY OF DEADWOOD  
JIM LEE  
676 DUNLOP AVE  
DEADWOOD, SD 57732

**Confirm To:**

Customer P.O.	Ship VIA	F.O.B.	Terms		
SHERMAN STREET PARKING LOTT	BEST WAY		Due Upon Receipt		
Item Code			Ordered	Price	Amount
FIN-B4 BK			5.00	41.00	205.00
Ball Finial for 4"OD Round Pole Black					
SB-24 BK			5.00	38.00	190.00
Slip Over Base for 4"OD pole Black					
SPF4X14 BK			5.00	294.00	1,470.00
FLUTED Aluminum Pole 6005-T6 4"OD x 14' 0" Black					
TSTOP24 BK			1.00	109.00	109.00
Decorative Sign Trim for 24" Stop Sign Black					
HI R1-1/24 BK			1.00	113.00	113.00
24" STOP Sign HIP vinyl Black Back					
TS3030 BK			1.00	171.00	171.00
Decorative Sign Trim for 30" x 30" Traffic Sign Black					
SIGN3030S BK			1.00	191.00	191.00
30" Square Sign w/ Black Back					
"DO NOT ENTER" w/HIP-(R5-1)					
TS1824 BK			1.00	114.00	114.00
Decorative Sign Trim for 18" x 24" Traffic Sign Black					
SIGN1824 BK			1.00	108.00	108.00
18" x 24" Sign w/ Black Back					
"ONE WAY/LEFT ARROW w/HIP-(R6-2L)					

Net Order: 2,671.00  
Less Discount: 0.00

**Freight amount shown is only valid for 2 weeks from original quote date.**

Sales Tax: 0.00  
**Order Total:** 2,671.00

OFFICE OF  
PLANNING, ZONING, AND  
HISTORIC PRESERVATION  
108 Sherman Street  
Telephone (605) 578-2082  
Fax (605) 578-2084



Mike Runge  
Archivist  
Telephone (605) 578-2082

*"The Historic City of the Black Hills"*  
Deadwood, South Dakota 57732

**MEMORANDUM**

---

**Date:** May 2, 2024  
**To:** Deadwood City Commission  
**From:** Mike Runge City Archives  
**Re:** **Submit Grant to the Mary Chilton DAR Foundation for Digitization Project**

---

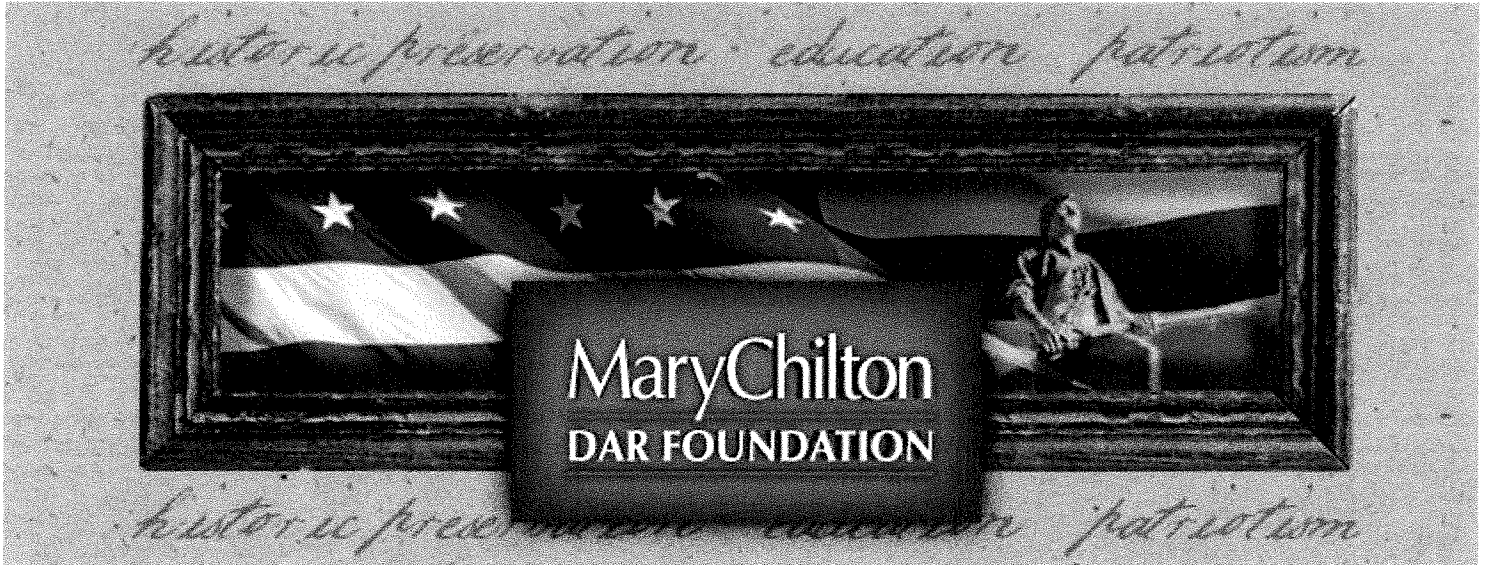
The City Archivist is looking for permission to submit a grant to the Mary Chilton DAR Foundation for \$4,000.00 on behalf of the Deadwood Historic Preservation Office. If awarded, this grant will help pay for the digitization of forty-six (46) bank ledgers from Collection 1998.01 Black Hills Trust & Saving Bank records located in the City Archives receiving area.

In March of 2024, city staff and volunteers began the task of arranging and inventorying the contents of this collection. It became apparent to staff that digitization, through an online platform (search engine), would provide the best access to this collection. This goal would be accomplished through scanning the ledgers and placing portions of the digital records on the Historic Preservation’s online search engine located at: <https://archives.cityofdeadwood.com:4433/>. Attached to this memorandum is the notice for the grant.

**RECOMMENDATION**

Allow the City Archivist permission to submit a grant to the Mary Chilton DAR Foundation for \$4,000.00 on behalf of the Deadwood Historic Preservation Office.

Mary Chilton DAR Foundation



[The Foundation](#)

[Tribute to a Friend](#)

[Grant Programs & Applications](#)

[Grants Awarded](#)

[Foundation News](#)

[Home](#)

Mary Chilton DAR Foundation  
 PO Box 90716  
 Sioux Falls, SD 57109-0716  
 605-335-0794

## Regular Grants General Description

Regular Grants are awarded in amounts of between \$1,000 and \$15,000. Grants are awarded only to recipients located in South Dakota for projects within the state.

## Purpose and Qualification

The purpose of a Regular Grant should be to promote: historical interest; the preservation of historic memorabilia and items of historical significance; genealogical activities; the study and understanding of American history, heritage, institutions or traditions; or the ideals of patriotism, democracy and liberty.

The present focus of the Foundation is to assist museums, historical societies and libraries. The Foundation also provides seed money for innovative programs, including action and research projects in South Dakota.

Grant projects may:

- Promote historical interest and the preservation, cataloguing and display of historic memorabilia and items of historical significance;
- Promote the support and expansion of local museums and the programs sponsored by them-including the support of historic pageants or re-enactments;
- Promote ideals of patriotism, democratic ideals (such as traveling programs, speakers, essay or speaking contests relating to such areas);
- Promote the study and recording of genealogical data and the expansion of genealogical libraries;
- Support for citizen naturalization programs;
- Provide unique educational opportunities not offered in existing programs.

The foregoing is not intended to be an exhaustive list of activities which may be supported by Foundation grants, nor is it intended that all of these mentioned in the specific forms described will be undertaken. The Foundation will consider requests like those listed along with other innovative ideas that applicants submit to the Board for funding approval.

A Regular Grant must relate to the purposes of the NSDAR, the Chapter and the Foundation.

Regular Grants must have the potential to make a genuine, effective contribution to the advancement of American patriotism, education, historic preservation or genealogical activities.

The Foundation is NOT accepting applications for student scholarships.

**Amount**

Regular Grants are awarded in amounts of between \$1,000 and \$15,000.

**Application Schedule**

Applications must be received by the following schedule:

- January 5th for a mid-March award;
- May 5th for a mid-July award;
- September 5th for a mid-November award.

Applications received after the deadline will be held for consideration at the next application deadline.

**Application Form**

The Grant Application Form must be printed and mailed (Do not send via certified mail). The Grant Application Form **cannot** be submitted electronically. When completing the Grant Application please refer to the Grant Application Instructions. The Foundation **strongly** recommends printing a copy of the Application Instructions for use when completing the Grant Application.

** Mary Chilton DAR Foundation Regular Grant Application Form**

**Application Instructions**

** Mary Chilton DAR Foundation Regular Grant Application Instructions**

**Submission of Application**

An application package consists of a completed Grant Application Form with original signature(s) and any additional materials plus six (6) photocopies of the completed application including any additional materials for a total of seven (7).

The original Grant Application Form and six copies of the application should be sent by U.S. mail to the Foundation at the following address:

Mary Chilton DAR Foundation  
PO Box 90716  
Sioux Falls, SD 57109-0716

City of Deadwood  
 Parking and Transportation  
 108 Sherman Street  
 Deadwood, SD 57732



Justin Lux  
 Director  
 (605) 578-2082 or  
 justin@cityofdeadwood.com

## ***MEMORANDUM***

**Date:** May 2, 2024  
**To:** Deadwood City Commission  
**From:** Justin Lux, Parking & Transportation Director  
**Re:** Iron Horse Inn on-street parking lease

The Iron Horse Inn has been leasing three (3) metered parking spaces on Deadwood Street adjacent the establishment from 5:00 pm – 9:00 am since June 1, 2020. It expired on October 31, 2020. The lease automatically renews at the expiration of each term. The lease may be terminated within 30 days of writing by either party or any automatic renewal date of the same.

The Parking and Transportation Committee discussed this matter at the February 8<sup>th</sup> and February 22<sup>nd</sup>, 2024 meetings. Mr. Troy Gorans, Iron Horse Inn, was present at one of the meetings in which he was requesting more parking. Ultimately, the committee recommends termination of the parking lease.

The suggested solution was to utilize the cities validation system, which allows parking at any paid space. Specific concerns cited were control of the spaces outside of the lease hours and availability of parking for all Deadwood visitors, employees, and residents.

Thank you for your consideration to this matter.



**PARKING LEASE WITH**  
**TROY GORANS-CEO OF LATCHSTRINGS GETAWAYS LLC**

This Lease Agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "CITY", and TROY GORANS, CEO of Latchstring Getaways, LLC, at 21 Deadwood Street, Deadwood, South Dakota 57732, hereinafter referred to as "GORANS".

CITY and GORANS agree that GORANS shall rent (3) three spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles on Deadwood Street under the following terms and conditions:

**I.**

The term of this lease shall be for (5) five months, to commence on June 1, 2020 and terminate on October 31, 2020. The parties acknowledge and agree that GORANS, its employees, representatives and invitees may use (3) three parking spaces Monday through Sunday from 5:00 p.m. to 9:00 a.m. daily.

**II.**

GORANS agrees to pay to CITY as rent the sum of fifty and No/100ths Dollars (\$50.00) plus tax per month for the entire (5) five-month period of this lease with the first payment due and payable on or before the 1<sup>st</sup> day of June, 2020, with payment made the first day of each following month through October, 2020.

The parties acknowledge that the rent to be paid for this lease is a rental amount for a full (5) five-month period, and that GORANS is obligated to pay this parking fee per space per month for the full (5) five months without regard to whether or not GORANS uses said space.

All rent shall be paid and received by the City Finance Officer on the due date or lessee shall be assessed a late charge of (10%) ten percent of the unpaid and outstanding rent. If the rent payment is more than (15) fifteen days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the space without notice to renter.

**III.**

GORANS and CITY agree that GORANS shall be assigned specific spaces by CITY on Deadwood Street and that such space will be available at all times described above for use by GORANS.

GORANS shall be responsible for all costs of signage, CITY shall install all signage. GORANS agrees to abide by all rules and regulations established by CITY for Deadwood Street. This lease shall not be assigned, sublet, or transferred to any other party, without the written consent of CITY.

**IV.**

GORANS agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. GORANS acknowledges and agrees that it bears all risks of the vehicle being stolen or damaged and holds CITY harmless from any and all liability for damages to any vehicles parked Deadwood Street including but not limited to theft or damage to vehicles or property in said vehicles. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to GORANS vehicles or its contents while parking Deadwood Street. GORANS agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use Deadwood Street at its own risk and responsibility.

**V.**

GORANS shall assume all risks incident to the use of the premises as a parking spot and shall indemnify CITY against any loss, damage or expense resulting from personal injury or damage to, or loss of property caused in any manner by GORANS, and against any loss, damage, or expense resulting from injury to GORANS.


**VI.**

This lease shall be renewed automatically at the expiration of its initial term and additional like terms, provided that either GORANS or CITY may terminate this agreement by

notifying the other party in writing at least (30) thirty days prior to the Expiration date of this lease agreement or any automatic renewal of the same.

Dated this 15<sup>th</sup> day of June, 2020.

**CITY OF DEADWOOD**



By:   
—David R Ruth Jr.  
Its: Mayor

ATTEST:

  
Jessica McKeown  
Finance Officer



Dated this 2 day of June, 2020.

  
Mike GORANS  
Troy  


**NOTICE OF PUBLIC HEARING  
APPLICATION OF TRANSFER FOR  
CONVENTION CENTER (ON SALE) LIQUOR, RETAIL (ON-OFF SALE) WINE  
AND RETAIL (ON-OFF SALE) MALT BEVERAGE LICENSES**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held May 6, 2024, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**1 – Convention Center (on sale) Liquor License (CL-0510):**

Notice of transfer from ZCN, LLC, Tact S of Block 1 of Fourview Addition No. 1 to the City of Deadwood, According to Plot recorded as No. 2003 Tract B McGovern Hill Addition Tract A McGovern Hill Addition to SGMSD, LLC dba Deadwood Mountain Resort at 1906 Deadwood Mountain Drive.

**1 – Retail (on-off sale) Wine and Cider License (RW-21330):**

Notice of transfer from ZCN, LLC, Tact S of Block 1 of Fourview Addition No. 1 to the City of Deadwood, According to Plot recorded as No. 2003 Tract B McGovern Hill Addition Tract A McGovern Hill Addition to SGMSD, LLC dba Deadwood Mountain Resort at 1906 Deadwood Mountain Drive.

**1 – Retail (on-off sale) Malt Beverage & SD Farm Wine License (RB-21329):**

Notice of transfer from ZCN, LLC, Tact S of Block 1 of Fourview Addition No. 1 to the City of Deadwood, According to Plot recorded as No. 2003 Tract B McGovern Hill Addition Tract A McGovern Hill Addition to SGMSD, LLC dba Deadwood Mountain Resort at 1906 Deadwood Mountain Drive.

Any person interested in the approval or rejection of such transfer request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 15th day of April, 2024

CITY OF DEADWOOD

\_\_\_\_\_  
Jessica McKeown, Finance Officer

Publish: B.H. Pioneer – April, 18, 2024

For any public notice that is published one time:

Published once at the total approximate cost of \_\_\_\_\_.

OFFICE OF  
PLANNING, ZONING AND  
HISTORIC PRESERVATION  
108 Sherman Street  
Telephone (605) 578-2082  
Fax (605) 722-0786



**Kevin Kuchenbecker**  
Planning, Zoning and  
Historic Preservation Officer  
Telephone (605) 578-2082  
kevin@cityofdeadwood.com

## ***MEMORANDUM***

---

**Date:** May 6, 2024  
**To:** Board of Adjustment  
**From:** Kevin Kuchenbecker,  
Planning, Zoning and Historic Preservation Officer  
**Re:** Temporary Vendor Application – Black Horse Brew, LLC

---

The Planning & Zoning Office has received a Temporary Vendor Application from Black Horse Brew, LLC. The request is to serve drinks at the Back When They Bucked event on May 26, 2024. Black Horse Brew, LLC has a South Dakota Sales Tax Number and is a mobile vendor.

The Planning and Zoning Commission recommends approval of the Temporary Vendor Application.

**Product:** Coffee, soda, smoothies, whole bean coffee, coffee mugs

**Recommended Motion:**

*Approve/Deny the Temporary Vendor License for Black Horse Brew, LLC.*



Return Completed Form To:  
**Planning and Zoning**  
108 Sherman Street  
Deadwood, SD 57732



Questions Contact:  
**Kevin Kuchenbecker**  
(605) 578-2082 or  
kevin@cityofdeadwood.com

Application Date: April 2024

### APPLICATION FOR TEMPORARY VENDORS LICENSE

The Deadwood Zoning Administrator and Planning & Zoning Commission review all applications.

**Applicants:** Application must be received **60 days prior** to start of event. Please read thoroughly prior to completing this form. Only complete applications will be considered for review.

Applicant: MARIA ROGHAI Telephone: (605) 848-0978  
Name of Business: BLACK HORSE BREW LLC Telephone: (605) 848-0978  
Applicant's Mailing Address: 22290 129th ST ISABEL SD 57633  
Street City State Zip

Please select your type of vending:

- \* Outside of a Structure – \$750.00 \_\_\_\_\_
- \* Inside of an Existing Structure – \$250.00 \_\_\_\_\_

For a period of fourteen (14) days: Beginning: May 26, 2024  
Ending: May 26, 2024

South Dakota Sales Tax Number: 1040-6321-ST

Physical Street Address of Vending Location: 22290 129th ST ISABEL SD 57633 (Mobile Unit)

Contact Name and Phone Number of Property Owners: \_\_\_\_\_

Complete Description of Goods and/or Services: Espresso, Big Train, Italian Soda, Red Bull infusion, Smoothies, Drip coffee, whole bean coffee bags, coffee mugs.

**I agree that any falsification, misstatements or omissions, including those related to location and goods to be sold, shall result in immediate revocation of this license and forfeiture of the right to operate within the City Limits of Deadwood. It is further understood that payment of applicable state and city sales tax is made a provision of this license.**

Applicant's signature: Maria Roghain Date submitted: 04/23/24

Fee: \$ \_\_\_\_\_ Paid On \_\_\_\_\_ Receipt Number \_\_\_\_\_

**PLANNING AND ZONING ADMINISTRATOR:**  
Approved/P&Z Administrator: Yes No Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
**PLANNING AND ZONING COMMISSION:**  
Approved/P&Z Commission: Yes No Date: \_\_\_\_\_

Reason for Denial (if necessary): \_\_\_\_\_

OFFICE OF  
PLANNING, ZONING AND  
HISTORIC  
PRESERVATION  
108 Sherman Street  
Telephone (605) 578-2082  
Fax (605) 578-2084



**Kevin Kuchenbecker**  
Planning, Zoning and  
Historic Preservation Officer  
Telephone (605) 578-2082  
kevin@cityofdeadwood.com

**BOARD OF ADJUSTMENT MEETING  
STAFF REPORT**

**DATE:** May 6, 2024  
**FROM:** Kevin Kuchenbecker  
Planning, Zoning & Historic Preservation Officer  
**RE:** Consideration of Final Plat for All Aspects, Inc. Land Surveying

**APPLICANT:** All Aspects, Inc. Land Surveying on behalf of Brian Kinkler

**PURPOSE:** Adjust lot lines between two lots to allow for construction of outbuilding.

**ADDRESS:** 288 and 284 Williams Street

**LEGAL DESCRIPTION:** PLAT OF LOTS 1 AND 2 OF PROBATE LOTS 354 AND 508; FORMERLY PROBATE LOT 354 EXCEPT THE WEST 11' THEREOF AND PROBATE LOT 508 AND THE WEST 11' OF PROBATE LOT 354; CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA.

**FILE STATUS:** All legal obligations have been completed.

**ZONE:** R1 – Residential

**STAFF FINDINGS:**

Surrounding Zoning:

North: R1 - Residential  
South: R1 - Residential  
East: R1 - Residential  
West: R1 - Residential

Surrounding Land Uses:

Residential Dwellings  
Residential Dwellings  
Residential Dwellings  
Residential Dwellings

**SUMMARY OF REQUEST:**

*The purpose of this plat is to adjust the lot line between two lots. This adjustment will allow for the construction of a new garage at 288 Williams Street. The new lot line will move to a location five (5) feet from the existing home on the adjacent lot at 284 Williams Street. This plat will create a larger lot at 288 Williams Street, and a smaller lot at 284 Williams Street.*

---

**FACTUAL INFORMATION:**

1. The properties are currently zoned R1 – Residential.
  2. Lot 1 (288 Williams Street) is comprised of 0.164 Acres $\pm$ .
  3. Lot 2 (284 Williams Street) is comprised of 0.327 Acres $\pm$ .
  4. The property is located outside of a flood zone or flood hazard zone.
  5. Public facilities are available to serve the property.
  6. The area is currently characterized by single family residential homes.
- 

**STAFF DISCUSSION:**

The owner of Lots 1 and 2 desires to widen the lot at 288 Williams Street. The widening of the lot will allow space for a garage to be constructed on that parcel. The widening of Lot 1 will narrow Lot 2. Currently, both parcels are being utilized as single-family residences, and both will remain as such. The lot(s) meets the area and bulk requirements for lot lines, per Deadwood Zoning Code 17.24.040, which states: Where contiguous lots are in single ownership, the setbacks for the structure may be measured from the perimeter of the combined lots.

1. The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
2. Land is identified with a new legal description for the transfer of the land.
3. Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
4. A date is shown on the plat and serves to "fix in time" the data represented on the plat.
5. The street bounding the lot is shown and named.
6. All certifications are indicated and correct on the plat.



7. Dimensions, angles and bearings are shown along the lot lines.
  8. Scale of the plat is shown and accompanied with a bar scale.
- 

**ACTION REQUIRED:**

1. Approved by Planning and Zoning Commission on 05-01-2024
2. Approval/Denial by Deadwood Board of Adjustment

Return Completed Form To:  
**Planning and Zoning**  
108 Sherman Street  
Deadwood, SD 57732



Questions Contact:  
**Kevin Kuchenbecker**  
(605) 578-2082 or  
kevin@cityofdeadwood.com

Application No. \_\_\_\_\_

# APPLICATION FOR PLAT

**Application/Filing Fee: \$200.00 per lot**

**The application fee needs to be paid when plat is submitted to the Planning and Zoning Office.**

**Applicants:** Please read thoroughly prior to completing this form. Only complete applications will be considered for review. Applications must be received no later than fifteen (15) days prior to the P&Z Commission meeting. Mylar(s) must be received by the Planning and Zoning office no later than the Wednesday before the scheduled meeting. The Planning and Zoning Commission meets the first and third Wednesday of each month.

Applicant: ALL ASPECTS INC. Land Surveying

Address: 124 West Grant Street Spearfish SD 57783  
Street City State Zip

Phone Number: 605-490-2944 Email Address: LIMBOPLSAAI@GMAIL.COM

Property Address: 288 Williams Street Deadwood SD

Property Owner: Brian Kinkler, bkinkler@mncomm.com

Property Owner Phone Number: 605-941-8666

Full Legal Description of Property: LOTS 1 AND 2 OF PROBATE LOTS 354 AND 508; FORMERLY  
PROBATE LOTS 354 AND 508 IN THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH  
DAKOTA

Purpose of this Plat: The owner would like to adjust the lot line between the two lots to allow for the  
construction of a new garage on his exisitng residence. The new lot line will move to a location 5'  
from the existing home on the adjacent lot owned jointly by Brian Kinkler and his sister.

Summary of this Plat: See previous statement

**1. The following documents shall be submitted:**

- a. An improvement survey, including all easements,
- b. Development plan, including site plan with location of buildings, usable open space, off-street parking, loading areas, refuse area, ingress/egress, screening, proposed or existing signage, existing streets, and
- c. A copy of the full legal description from the Lawrence County Register of Deeds Office.

Check the box to confirm the following information is included on the plat and is accurate:

- The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
  - Land is identified with a new legal description for the transfer of the land.
  - Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
  - A date is shown on the plat and serves to "fix in time" the data represented on the plat.
  - The street bounding the lot is shown and named.
  - All certifications are indicated and correct on the plat.
  - Dimensions, angles, and bearings are shown along the lot lines.
  - Scale of the plat is shown and accompanied with a bar scale.
  - Area's taken out of the mineral survey and remaining acreage is indicated on the plat.
- I understand I am required to have the Lawrence County Register of Deeds email a digital copy of the completed final copy of this plat to kevin@cityofdeadwood.com.

Signature of Owner/Applicant: Bradley Limbo Date: 3-27-2024

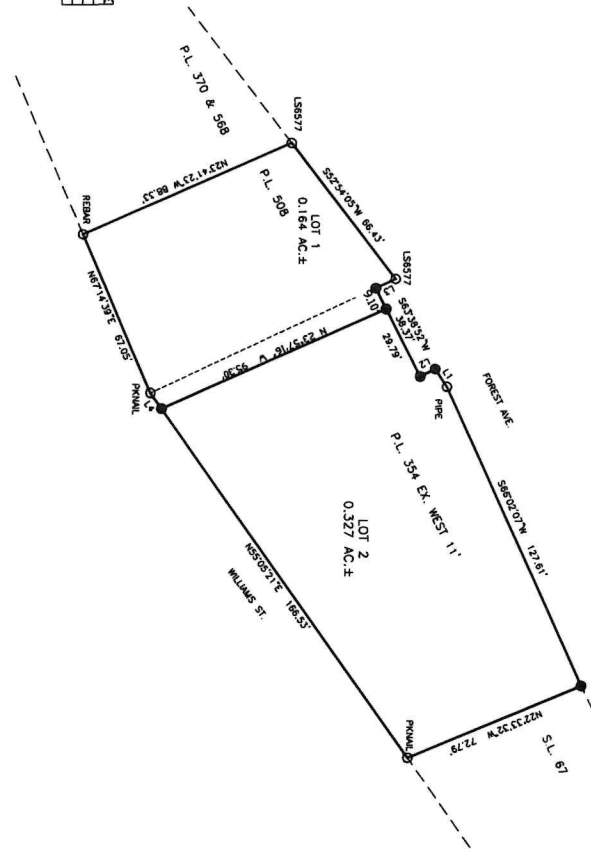
**Staff Use Only**

Fee: \$ 400.- Paid On 4/15/24 Receipt Number 192920

PLANNING AND ZONING ADMINISTRATOR:			
Approved/P&Z Administrator:	Yes	No	Signature: _____ Date: _____
PLANNING AND ZONING COMMISSION:			
Approved/P&Z Commission:	Yes	No	Date: _____
DEADWOOD BOARD OF ADJUSTMENT:			
Approved/Board of Adjustment:	Yes	No	Date: _____

Reason for Denial (if necessary): \_\_\_\_\_

PLAT OF LOTS 1 AND 2 OF PROBATE LOTS 354 AND 508;  
 FORMERLY PROBATE LOT 354 EXCEPT THE WEST 11' THEREOF AND  
 PROBATE LOT 508 AND THE WEST 11' OF PROBATE LOT 354;  
 CITY OF DEWUDOOD, LAWRENCE COUNTY, SOUTH DAKOTA



DEWUDOOD	
N 55°57'13\"/>	
E 8°20'00\"/>	
S 82°52'13\"/>	
E 8°53'00\"/>	
N 87°02'21\"/>	
E 17°44'00\"/>	

OWNER/DEVELOPER:  
 KIMBLEY BRANN  
 288 WILLIAMS ST  
 DEWUDOOD, SD 57732  
 1-605-941-8686

BACK LLC  
 3821 BACK NINE DR  
 RAPID CITY, SD 57703



LEGEND:  
 SET REBAR AND CAP STAMPED "S11918"  
 FOUND MONUMENT AS NOTED

NOTES:  
 1. PROPOSED LOT AREA = 0.491 ACRES±;  
 AVERAGE DENSITY PER LOT = 0.245 ACRES±;  
 TOTAL PROPOSED PLATTED AREA 0.491 ACRES±;  
 2. UTILITY EASEMENT ON INTERIOR OF ALL LOT LINES;  
 3. WE HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR WATER, DRAINAGE, SEWER, GAS  
 AND TELEPHONE LINES AND FOR THE INSTALLATION OF SERVICES UNDER OR OVER THOSE  
 PORTIONS OF LAND DISPAUGHED HEREON AS EASEMENTS ON OR OVER THOSE  
 4. THE BOUNDARY OF THIS LOT WAS DETERMINED BY EXAMINING THE EXISTING ROW, THE PL  
 COMPARISON DOES NOT INDICATE ANY DISCREPANCIES BETWEEN THE EXISTING PLAT  
 MAP OR THE PROBATE LOTS, BOTH OF WHICH WERE FOUND TO HAVE INACCURACIES THAT AFFECTED  
 THE CLOSURE OF THE LOTS; THIS CORRECTION IS THE BEST FIT WE COULD DETERMINE BASED  
 ON SURVING FIELD EVIDENCE AND SURVING ROW.

CERTIFICATE OF SURVEYOR  
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
 I, BRODLEY JIMBO, SURVEYOR, AM 1918 IN THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT AT THE REQUEST OF THE OWNER(S) LISTED HEREON, I HAVE  
 SURVEYED THAT TRACT OF LAND SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE WITHIN PLAT IS A REPRESENTATION OF SAID SURVEY, EASEMENTS OR RESTRICTIONS  
 OF MISCELLANEOUS RECORD OR PRIVATE AGREEMENTS THAT ARE NOT KNOWN TO ME ARE NOT SHOWN HEREON, IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL.

BRODLEY JIMBO, LS11918

DATE: \_\_\_\_\_

PROPOSED BY: \_\_\_\_\_

ALL ASPECTS INC.  
 SURVEYING & ENGINEERING  
 444 SOUTH 11TH ST  
 SIOUX FALLS, SD 57105  
 605-941-8686  
 info@allaspectsinc.com

DATE: MARCH 20, 2023  
 DRAWN BY: ELL  
 CHECKED BY: JLB  
 PREPARED BY: JD

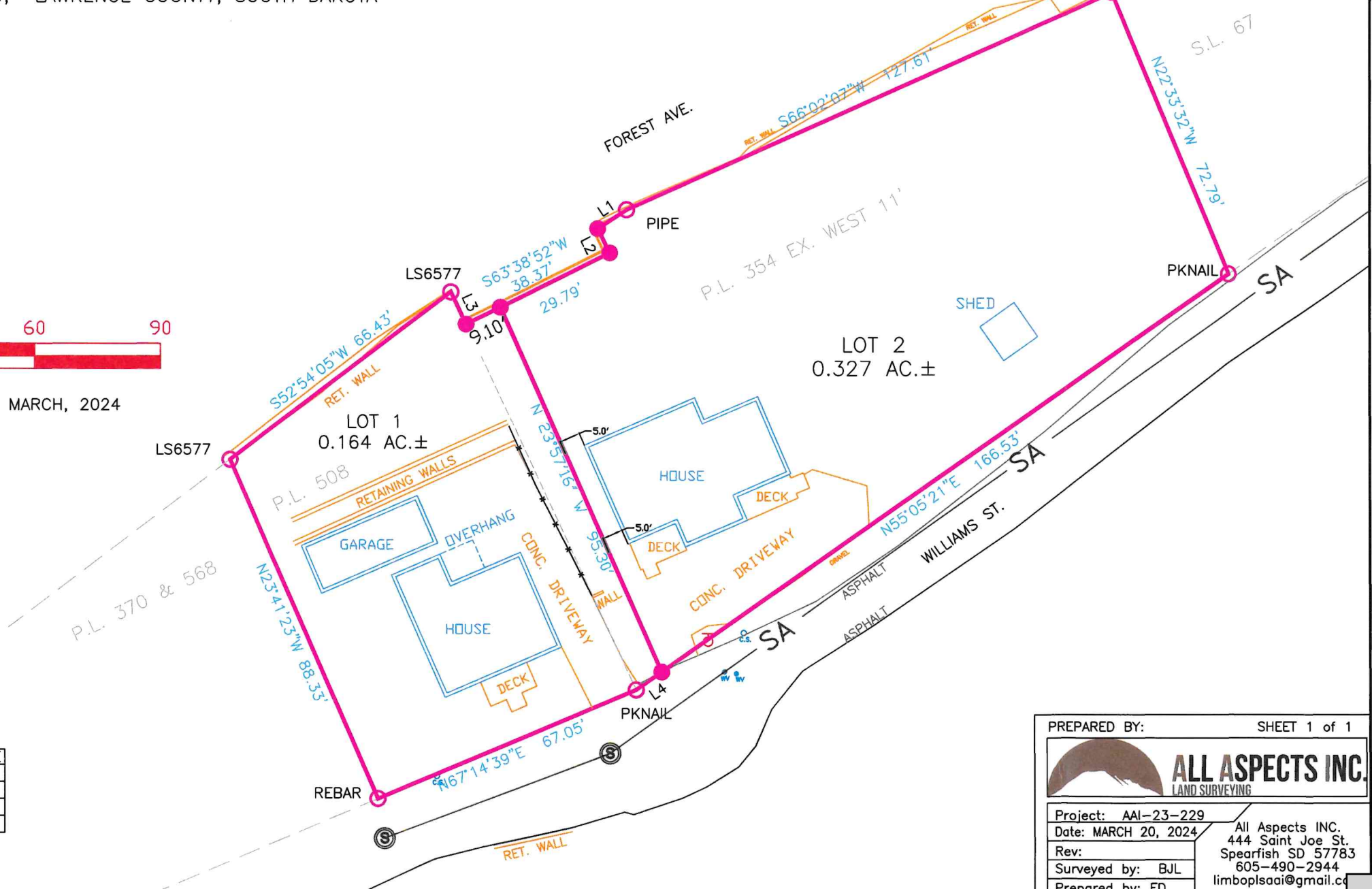
SHEET 1 OF 2



SITE PLAN OF LOTS 1 AND 2 OF PROBATE LOTS 354 AND 508;  
 FORMERLY PROBATE LOT 354 EXCEPT THE WEST 11' THEREOF AND  
 PROBATE LOT 508 AND THE WEST 11' OF PROBATE LOT 354;  
 CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA



SCALE: 1"=30' MARCH, 2024



LINE	BEARING	DISTANCE
L1	S56°51'23"W	8.28'
L2	S26°25'33"E	6.45'
L3	N25°00'42"W	8.50'
L4	N 55°05'21" E	7.44'

PREPARED BY: SHEET 1 of 1

**ALL ASPECTS INC.**  
LAND SURVEYING

Project: AAI-23-229  
 Date: MARCH 20, 2024  
 Rev:  
 Surveyed by: BJL  
 Prepared by: FD

All Aspects INC.  
 444 Saint Joe St.  
 Spearfish SD 57783  
 605-490-2944  
 limboplsacai@gmail.com

OFFICE OF  
**PLANNING, ZONING AND  
 HISTORIC PRESERVATION**  
 108 Sherman Street  
 Telephone (605) 578-2082  
 Fax (605) 722-0786



**Kevin Kuchenbecker**  
 Planning, Zoning and  
 Historic Preservation Officer  
 Telephone (605) 578-2082  
 kevin@cityofdeadwood.com

## **MEMORANDUM**

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**DATE:** May 6, 2024

**TO:** Board of Adjustment / City Commission

**FROM:** Kevin Kuchenbecker, Historic Preservation Officer & Planning and Zoning Administrator

**RE:** Conditional Use Permits – Annual Reviews

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### **COMMISSION AND STAFF FINDINGS:**

In accordance with Deadwood Zoning Code 17.76.060, the Planning and Zoning Commission shall have the authority to review Conditional Use Permits at any time and on an annual basis and place additional stipulations to mitigate a problem.

On Wednesday, May 1, 2024, the Planning and Zoning Commission conducted annual reviews of the following three (3) Conditional Use Permits:

1. 63 Stewart Street – Home Based Business – Do or Donut

After completing their review, the Planning and Zoning Commission has made the recommendation to continue the Conditional Use Permit with conditions. The conditions that must be met for this establishment are as follows:

1. The Conditional Use Permit runs with the applicant and not the land; therefore, should the property be sold, the Conditional Use Permit is null and void.
  2. Proof of City of Deadwood Business License.
  3. The Conditional Use Permit shall be reviewed annually by the Planning and Zoning Commission as required under 17.76.060.
2. 28 Lincoln Avenue – Bed and Breakfast Establishment – The Backyard Cottage
  3. 771 Main Street – Bed and Breakfast Establishment – The Tucker Inn

After completing their reviews, the Planning and Zoning Commission has made the recommendation to continue the Conditional Use Permits for 28 Lincoln Avenue and 771 Main Street with conditions. The conditions that must be met for both of these establishments are as follows:

1. The Conditional Use Permit runs with the applicant and not the land; therefore, should the property be sold, the Conditional Use Permit is null and void.
2. Proof of a state sales tax number shall be provided to the Planning and Zoning Office for their files.
3. The Building Inspector has inspected the building, and it meets all the building codes.
4. City water and sewer rates to remain changed from residential to commercial rates.
5. Proper paperwork is filed with the City of Deadwood Finance Office for Business Improvement District (BID) taxes.
6. Maintain a City of Deadwood Business License.
7. Maintain lodging license after inspection from the South Dakota Department of Health and provide copy to the Planning and Zoning Office for their files on an annual basis.
8. All parking shall be off street.

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**RECOMMENDED ACTION:**

Accept the Conditional Use Permit Annual Reviews completed on May 1, 2024, by the Planning and Zoning Commission.



**CITY OF DEADWOOD  
ORDINANCE 1397**

**NOW THEREFORE**, be it ordained by the City Commission of the City of Deadwood, in the State of South Dakota, as follows:

**SECTION 1:****AMENDMENT** “17.53.030 Permission” of the Deadwood Municipal Code is hereby *amended* as follows:

AMENDMENT

17.53.030 Permission

A. Bed and Breakfast Establishment

1. No bed and breakfast establishment shall be located on a lot closer than two hundred (200) feet from any other lot occupied with a structure ~~containing~~ used as a bed and breakfast establishment in R1 and R2 zoning districts;
2. Applicants proposing tandem parking shall be required to provide a control board for the keys of the guests. The owner/manager shall be responsible for the control board; and,
3. Existing Bed and Breakfast establishments, operating and approved by the City of Deadwood prior to April 1, 2023, and in continuance use, shall remain authorized if the existing locations do not meet A.1 above until conditions outlined in Chapter 17.76 take effect.

B. Specialty Resort Establishment

1. Specialty Resort establishments are strictly prohibited in R1 and R2 zoning districts.
2. Specialty Resort Establishments shall only be located in upper floors of commercial structures within the local historic district boundaries.
3. No Specialty Resort Establishment shall be located on a lot closer than two hundred (200) feet from any other lot occupied by a structure used as a Specialty Resort Establishment unless located on the upper floors of a historic commercial structure within the local historic district boundaries.
4. Existing specialty resort establishments, operating and approved by the City of Deadwood prior to April 1, 2023, and in continuance use, shall remain authorized until conditions outlined in Chapter 17.76 take effect.

C. Vacation Home Establishment

1. Vacation Home Establishments are strictly prohibited in R1 and R2 zoning districts with the exceptions under 17.53.040.
2. Vacation Home Establishments shall only be located in upper floors of ~~ommerical~~ commercial structures ~~only~~ within the local historic district.
3. No Vacation Home Establishments shall be located on a lot closer than two hundred (200) feet from any other lot occupied by a structure used as a

Vacation Home Establishment unless located on the upper floors of a historic commercial structure within the local historic district boundaries.

4. Existing Vacation Home Establishments, operating and approved by the City of Deadwood prior to April 1, 2023, and in continuance use, shall remain authorized conditions outlined in Chapter 17.76 take effect.

D. All Short Term Rentals (Bed and Breakfast Establishments, Speciality Resort Establishments and Vacation Home Establishments shall comply with the following:

1. The Deadwood building inspector shall have the right to inspect the premises to ensure compliance with the Building Code under Title 15.

2. First floor use for short-term rentals are prohibited within the local historic district as defined under this Title.

3. The subject property proposed for a short-term rental shall be required to provide the following:

a. Obtain a Conditional Use Permit from the City of Deadwood through the process established in Chapter 17.76;

b. Establishment of commercial water, sewer, and refuse accounts, if they have not been established for subject premises;

c. Proof of required South Dakota state tax certificates which shall be provided to the planning and zoning office for their files;

d. Proof of Lodging License from the South Dakota Department of Health which shall be provide to the planning and zoning office for their files;

e. Proof of enrollment with business improvement district(s) as a short-term rental establishment; and,

f. Obtaining and maintaining City of Deadwood business license and short-term rental licenses.

(Ord. 1022 (part), 2004)

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
David Ruth Jr., Mayor, City of  
Deadwood

\_\_\_\_\_  
Jessica McKeown, Finance Officer,  
City of Deadwood

**ORDINANCE NUMBER 1398  
SUPPLEMENTAL BUDGET APPROPRIATION #3 FOR 2024**

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2024:

**FUND 0215 HISTORIC PRESERVATION FUND**

Capital Assets – 85 Charles Street \$ 175,000.00  
Source of Revenue: Cash Reserves

Section 2. This Ordinance is for the support and maintenance of the municipal government of said City of Deadwood, South Dakota, and its existing public and shall take effect immediately upon publication.

CITY OF DEADWOOD

\_\_\_\_\_  
David R. Ruth Jr. Mayor

\_\_\_\_\_  
ATTEST: Jessica McKeown, Finance Officer

First Reading:        May 6, 2024  
Second Reading:     May 20, 2024  
Published:            May 23, 2024  
Adopted:              May 23, 2024

**RESOLUTION 2024 – 11**

**RESOLUTION TO SURPLUS CITY OWNED REAL ESTATE**

WHEREAS, the Deadwood City Commission desires to designate certain City owned real property as surplus land and transfer said real property to Deadwood-Lead Economic Development Corporation, pursuant to SDCL § 6-5-3 and 6-5-4,

AND WHEREAS, the public interest will be better served by transferring the following described real property to the Deadwood-Lead Economic Development Corporation;

Tract 3 of Block 30, O. T. Deadwood, being a Portion of Tract 1 of the Miller Street Subdivision, City of Deadwood, Lawrence County, South Dakota, according to Plat Document No. 2024-1009.

AND WHEREAS, the land to be designated as surplus and then transferred encourages the development of said property.

NOW THEREFORE IT IS HEREBY RESOLVED, pursuant to SDCL 6-5-4, the public interest will be better served by the proposed designation of surplus property and transfer of land to the Deadwood-Lead Economic Development Corporation.

IT IS FURTHER RESOLVED, that the Deadwood City Commission shall further follow all mandates of SDCL 6-5-4, as statutorily provided.

Dated this 6th day of May, 2024.

City of Deadwood:

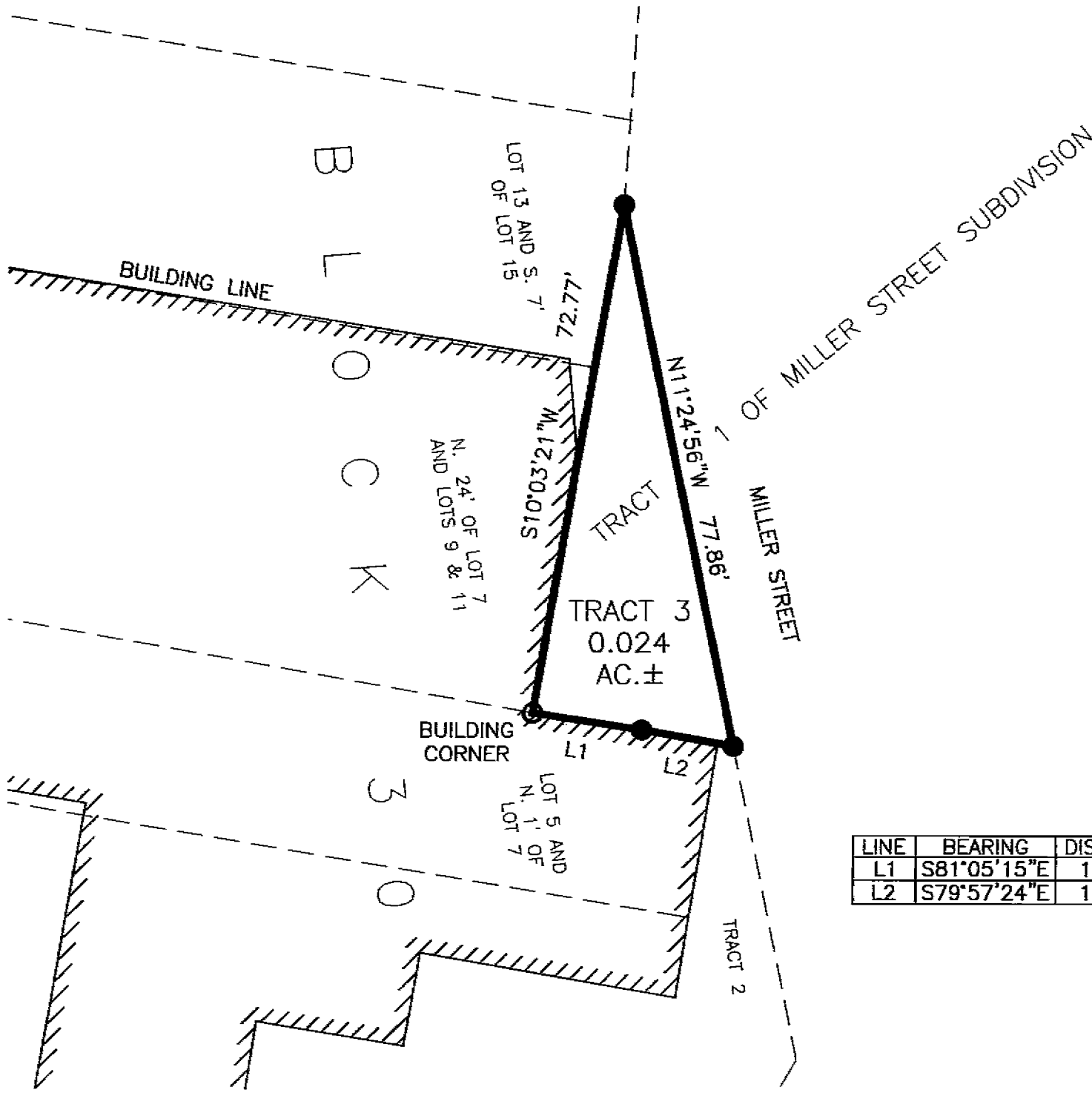
\_\_\_\_\_  
David Ruth Jr., Mayor

ATTEST:

\_\_\_\_\_  
Jessica McKeown, Finance Officer

PLAT OF TRACT 3 OF BLOCK 30, O.T. DEADWOOD; BEING A PORTION OF TRACT 1 OF THE MILLER STREET SUBDIVISION; CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

OWNER/DEVELOPER: CITY OF DEADWOOD 102 SHERMAN STREET DEADWOOD, SD 57732



LEGEND: ● SET REBAR AND CAP STAMPED "LS11918" ○ FOUND MONUMENT AS NOTED

- NOTES: 1. PROPOSED LOT AREA = 0.024 ACRES±; 2. 5' UTILITY EASEMENT ON INTERIOR OF ALL LOT LINES. 3. ZONING IS PUBLIC USE DISTRICT PER GIS ZONING MAP. 4. WE HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON OR OVER THOSE PORTIONS OF LAND DESIGNATED HEREON AS EASEMENTS. 5. TRACT 1 ORIGINALLY RECORDED IN PLAT DOC#2012-5646.

Table with 3 columns: LINE, BEARING, DISTANCE. Rows: L1 S81°05'15"E 15.50', L2 S79°57'24"E 13.00'



CERTIFICATE OF SURVEYOR

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE I, BRADLEY LIMBO, REGISTERED LAND SURVEYOR NO. 11918 IN THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT AT THE REQUEST OF THE OWNER(S) LISTED HEREON I HAVE SURVEYED THAT TRACT OF LAND SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE WITHIN PLAT IS A REPRESENTATION OF SAID SURVEY.

Signature of Bradley Limbo, DATE: 15 Feb 24

OWNER'S CERTIFICATE

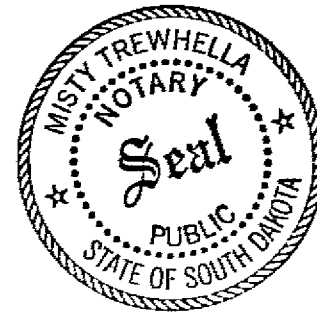
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE I, David R. Ruth Jr., Mayor for City of Deadwood DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER: CITY OF DEADWOOD ADDRESS: 102 SHERMAN ST. DEADWOOD, SD 57732

ACKNOWLEDGMENT OF OWNER

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE ON THIS 4th DAY OF March, 2024, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED

Signature of David R. Ruth Jr., MY COMMISSION EXPIRES: Sept. 28, 2024 NOTARY PUBLIC: Misty Trehella



APPROVAL OF THE CITY OF DEADWOOD PLANNING COMMISSION

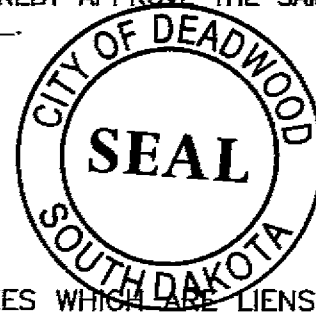
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE THIS PLAT APPROVED BY THE CITY OF DEADWOOD PLANNING COMMISSION THIS 21 DAY OF FEBRUARY, 2024

Signatures of City Planner and Chairman

APPROVAL OF THE CITY OF DEADWOOD BOARD OF COMMISSIONERS

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE BE IT RESOLVED THAT THE CITY OF DEADWOOD BOARD OF COMMISSIONERS HAVING VIEWED THE WITHIN PLAT, DO HEREBY APPROVE THE SAME FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS, LAWRENCE COUNTY, S.D. DATED THIS 4th DAY OF March, 2024

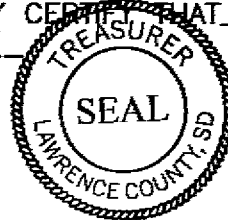
Signatures of Finance Officer and Mayor



CERTIFICATE OF COUNTY TREASURER

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE I, Debra Tridle, LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT 2023 TAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID. DATED THIS 12 DAY OF March, 2024

LAWRENCE COUNTY TREASURER: Megan Schmit deputy



APPROVAL OF HIGHWAY AUTHORITY

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE THE LOCATION OF THE PROPOSED ACCESS ROADS ABUTTING THE COUNTY OR STATE HIGHWAY AS SHOWN HEREON, IS HEREBY APPROVED. ANY CHANGE IN THE PROPOSED ACCESS SHALL REQUIRE ADDITIONAL APPROVAL.

HIGHWAY AUTHORITY: [Signature]

CERTIFICATE OF DIRECTOR OF EQUALIZATION

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT. DATED THIS 12th DAY OF March, 2024

Signature of Brett Runge by Nicole Sewer, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION



CERTIFICATE OF REGISTER OF DEEDS

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE FILED FOR RECORD THIS 12 DAY OF March, 2024 AT 8:44 O'CLOCK, A.M., AND

RECORDED AS DOC. #2024-1009

Signature of David Hanson, LAWRENCE COUNTY REGISTER OF DEEDS

FEE: \$ 60.00



Prepared by: SHEET 1 of 1 ALL ASPECTS INC. LAND SURVEYING Project: AAI-23-330 Date: JAN. 22, 2024 444 SAINT JOE ST. SPEARFISH SD 57783 Rev: Surveyed by: BJL 605-490-2944 Prepared by: FD limboplsai@gmail.com



officers being authorized to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Deadwood, as Mayor and Finance Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_





OFFICE OF  
 PLANNING, ZONING AND  
 HISTORIC PRESERVATION  
 108 Sherman Street  
 Telephone (605) 578-2082  
 Fax (605) 722-0786



**Kevin Kuchenbecker**  
 Planning, Zoning and  
 Historic Preservation Officer  
 Telephone (605) 578-2082  
 kevin@cityofdeadwood.com

## MEMORANDUM

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**Date:** April 24, 2024  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Adams Museum Chime System Restoration- Change Order #1

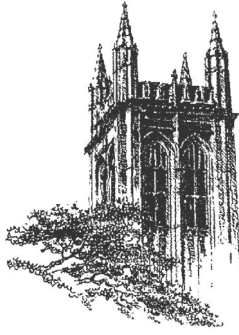
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In October of 2021 the City Commission approved the request to hire Top Rung Tower Chime for the restoration of the Chime System at the Adams Museum in the amount of \$43,820.00. Since the approval Top Rung Tower Chime was purchased by Chime Masters Top Rung Tower Chime.

Chime Masters Top Rung Tower Chime will honor the original contract but do have suggested changes to have a more successful long-range goal for the chime operation. The original agreement was \$43,820.00. With these proposed changes the cost for the restoration is \$69,790.00.

This project has now become a joint operation between the City of Deadwood Historic Preservation and Deadwood History Inc. Staff and DHI are requesting approval of this project with \$34,790.00 being paid out of HP Capital Assets and \$35,000.00 being paid by DHI.

**Motion:** *Move to approve the change order for the Adams Museum Chime System Restoration increasing the project from \$43,820.00 to \$69,790.00 with \$34,790.00 being paid out of HP Capital Assets and \$35,000.00 being paid by DHI.*



# Chime Master - Top Rung Tower Chime

6312 Goss Road  
Sugar Grove OH 43155  
800-344-7464  
www.Deagan.com

## PROPOSAL FOR THE RESTORATION OF THE DEAGAN TOWER CHIME SYSTEM INSTALLED IN THE ADAMS MUSEUM DEADWOOD, SOUTH DAKOTA, 1930 *Including the Dampers*

### Work to be done by Chime Master Systems DBA: Top Rung Tower Chime:

1. Provide hoisting equipment for removing the strikers, dampers, ~~and main relay.~~
2. ~~Supervise and assist with the hoisting.~~ Chime Master will remove striker and dampers
3. Insure and transport the ten strikers, ten dampers, ~~the main relay,~~ and the eighty damper springs to the **Top Rung/Chime Master** shop in ~~Etowah, TN.~~ Lancaster Ohio
4. Disassemble, clean, and recondition all ten Type G striker actions:
  - a. Bead blast, prime, and paint the cast iron parts of the strikers.
  - b. Replate all plated steel relay parts.
  - c. Rewind all twenty striker bobbin coils to Deagan's later improved design to reduce heating, sparking, & contact burning.
  - d. Rewind the one suspect strike coil.
  - e. Rewind all ten retract coils to reduce overheating of the coils, and possible breaking of the cast iron striker bases.
  - f. Replace all plated steel machine screws with brass screws wherever possible.
  - g. Replace all ten rawhide striker tips.
  - h. Replace the wiring harnesses on all ten strikers.
5. Disassemble, clean, and recondition all ten dampers:
  - a. Bead blast, prime, and paint the cast iron parts of the dampers.
  - b. Reinsulate the damper coils.
  - c. Replace the deteriorated underpads and the top laminated rubber pads with the same materials that Deagan used.
  - d. Clean the eighty damper springs.
  - e. Replace the forty leather bumpers.
  - f. Replace all plated steel machine screws with brass screws.
6. ~~Disassemble, clean, and recondition the main relay.~~
  - a. ~~Replace all plated steel machine screws with brass screws.~~
  - b. ~~Replace the felt bushings in all ten solenoids.~~

7. Insure and transport the restored strikers, dampers, ~~main relay~~, and damper springs from Etowah **Lancaster Ohio** to Deadwood.
8. ~~Assist with hoisting the restored equipment.~~ **Chime Master to hoist and install.**
9. Connect and lubricate the restored strikers.
10. Install and connect the restored dampers.
11. ~~Connect the restored main relay.~~
12. ~~Connect the keyboard and pilot light.~~
13. ~~Clean, recondition, and lubricate the original Westminster chiming device on site.~~
14. ~~Install new Day/Night relays to shut down the Westminster chiming device for twelve hours each day, so that the mechanism operates 48 times each day instead of 96 times, thereby doubling the life expectancy of the chiming device.~~
15. ~~Clean, recondition, and lubricate the original roll player on site.~~
16. ~~Install a safety timer to automatically shut down the chime system if it is left running for more than a predetermined time (the timer is usually set for a half hour).~~
17. Adjust and lubricate the entire system.
18. Provide a one-year warranty on the restoration of the instrument.
19. **Provide modern solid state touch screen chime controller.**
20. **Provide modern solid-state relays to switch strikers (reduce sparking and reliable)**
21. **Provide modern solid-state relays to switch damper relays**
22. **Provide two (2) solid state DC power supplies.**
23. **Chime Master will digitize the deagan player rolls and install in controller.**
24. **Chime Master will contract and pay for crane service to lift strikers off and back on the building.**

### **Work to be done by the City of Deadwood or the Adams Museum:**

#### **Chime Master will update (simplify) electrical requirements after removal of strikers and dampers (section highlighted in yellow below)**

1. ~~Remove the 1/2" EMT conduit that prevents the doors of the main relay cabinet from opening.~~
2. ~~Repair the 220/240 volt electric service to the motor/generator unit with AWG #10 wire on a dedicated 20 amp circuit breaker.~~
3. ~~Repair the 120 volt electric service to the Westminster chiming device and the roll player. The Westminster chiming device is fused at 6 amps; the roll player is fused at 3 amps.~~
4. ~~Service the motor/generator unit and repair it if/as necessary. Top Rung stocks brushes for the two common types of generator that Deagan used.~~
5. ~~Connect the original 120 volt STOP and START buttons on the keyboard table.~~
6. Install a GFCI duplex service receptacle in or near the chime loft.
7. Install service lighting in the attic and chime loft.
8. Replace both failing bottom/lower base timbers.
  - a. Disconnect the main junction box so that the chime rack can be raised three or four inches.
  - b. Hoist the chime rack from the window sills or the tops of the chime loft walls.
  - c. Repair or replace the decking. Ideally, the decking will have only three penetrations: the hatch, the large D.C. conduit to the chime rack, and a conduit for lighting.
  - d. Set the new bottom/lower base timbers on six UV-stable vibration pads. Shim as necessary. The new timbers must have two or more coats of paint on all sides. Pressure-treated timbers are not recommended, as they are likely to warp and/or twist. The vibration pads will be provided by ~~Top Rung Tower Chime~~ **Chime Master.**

- e. Prep & paint the bottoms of the original base timbers.
- f. Set the chime rack on six UV-stable vibration pads on the new bottom/lower base timbers. The vibration pads will be provided by **Chime Master**.
- 9. Repair or replace the bent main junction box on the chime rack.
- 10. Install the following wires from the main relay cabinet to the new or repaired main junction box on the chime rack:
  - a. One red #6 wire (19-strand if available) (tag with red tape if red #6 is not available). At the balcony end, leave enough length to reach the generator.
  - b. One black #6 wire (19-strand if available). At the balcony end, leave enough length to reach the generator.
  - c. Thirteen yellow, orange, blue, or pink #14 stranded wires, numbered “1” through “13.” At the balcony end, leave enough length to reach the floor of the equipment cabinet. Leave 20’ of wire at the chime loft end.
  - d. Thirteen yellow, orange, blue, or pink #12 stranded wires, numbered “1” through “13.” At the balcony end, leave enough length to reach the floor of the equipment cabinet. Leave 20’ of wire at the chime loft end.
- 11. ~~Provide a crew to help with the hoisting.~~
- 12. ~~Provide a smoke free work environment.~~

**This proposal does not include the following:**

- 1. Any work on the covers. The covers contain their original asbestos insulation. If you wish to safely abate it, Top Rung can install new asbestos-free insulation. New insulation can be quoted as an addendum.
- 2. Repairing damage caused by fire, abuse, earthquake, or storm.

Chime Master Top Rung will perform the work described above for \$69,790.00 plus any applicable taxes. The following payment schedule is proposed:

Deposit (already paid)	\$ 2,191.00
50% upon removal of the strikers, dampers, (estimated to be fall, 2024):	\$34,985.00
40% upon delivery of the restored equipment (estimated to be early fall, 2025):	\$27,916.00
Balance upon satisfactory completion of the job (estimated to be early fall, 2025):	\$ 4,698.00

If the terms of this proposal are acceptable to you, please sign and date.

Proposal submitted by: *Jeffrey A. Crook* Jeff Crook – President, Chime Master Systems

March 28, 2024

Accepted by:

Position:

Date:





## Take full automatic control of your Deagan chime system with a Libertas AX™ Controller.

- Five Year Chime Care™ on all electronic components
- Extensive library of music for chime instruments
- Ringing programs include ringing for times of worship, prayer, celebration and mourning
- Catholic, Protestant and Orthodox traditions are supported
- Selection of time strike chime melodies for any set of bells
- Digital Keypad lock
- Auto daylight time adjustments
- Accurate clock with network sync
- Easy weekly scheduler



### Specifications:

16.5" Width x 5.25" Height x 8" Depth

Available in rackmount or free standing configurations.

Compatible with most existing bell installations.

## FEATURES

### Color touch screen

Quickly access any feature you need with quick function buttons that you can customize with easily recognizable icons and colors. Set up your system and ringing schedules with simple screens. Organize your home menu with only the features you need.

### Enhanced SmartAlmanac™

Follows the almanac calendar and plays music appropriate to the season automatically.

### Liturgical Ringing

More than seventy ringing functions that include Peals, Tolls, and Angelus bells to meet your congregation's needs for Weddings, Funerals, Calls-to-Worship, Mass, and Prayer.

### Extensive Musical Library

Hundreds of musical titles arranged for your instrument are provided (the number depends on the scope of bells you have).

### Clock Chiming

Keep time with customizable hour striking on any one of twelve clock chime melodies or create your own unique melody.

### MIDI Ready

Use any Midi capable keyboard to record new selections or perform live. Includes legacy MIDI as well as USB support.

### Auto DST

Never worry about Daylight Savings Time changes ever again!

### Power Backup

If the power fails, a permanent power source maintains the time and schedule for seamless recovery.

### Built-In Powerful Monitor Speaker

Audition music or record with a keyboard with out ringing tower bells

### Built-In Network Interface

Easy remote control via your existing smart phone or device.

### Chime Center™

Experience our advanced control, setup, and online support with a complementary one-year subscription to Chime Center.\*

### Height And Weight Specifications

- 16.5 W x 5.25 H x 8 D (inch)
- 10 pounds



The touch screen interface offers intuitive and streamlined operation of your carillon.



Control your Libertas AX from anywhere.

OFFICE OF  
 PLANNING, ZONING AND  
 HISTORIC PRESERVATION  
 108 Sherman Street  
 Telephone (605) 578-2082  
 Fax (605) 722-0786



**Kevin Kuchenbecker**  
 Planning, Zoning and  
 Historic Preservation Officer  
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 kevin@cityofdeadwood.com

## ***MEMORANDUM***

---

**Date:** April 25, 2024  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Permission to hire Feuillerat Welding LLC to install Tootsie Sign

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The building at 667 Main has a new owner. The new owner would like to see the return of the Tootsie sign to its original location so she can once again become the sentinel of Main Street. Staff and Jared Schippers of Albertson Engineering did an on-site review of the proposed location and determined the roof structure will not support the sign, but a frame could be fabricated to secure the sign to the building.

Feuillerat Welding LLC has submitted a quote to fabricate a heavy duty metal frame to hold the Tootsie sign and then install the sign onto the frame. This quote will not include hooking the sign up to electrical or any neon repairs needed to the sign.

Staff is recommending hiring Feuillerat Welding LLC in the amount of \$9,306.25 to fabricate a metal frame for the Tootsie sign and install the Tootsie sign to be paid out of the HP Public Education line item.

**Recommend Motion:** Move to hiring Feuillerat Welding LLC in the amount of \$9,306.25 to fabricate a metal frame for the Tootsie sign and install the Tootsie sign to be paid out of the HP Public Education line item.

# *Feuillerat Welding LLC*

## *Welding, Machinery Moving, Fabrication*

Mike Feuillerat  
13018 Melcor Rd  
Rapid City, SD  
Phone 605-341-3363 Fax 605-341-0223  
Cell 605-484-2112

City of Deadwood Historic Preservation Office  
108 Sherman Street  
Deadwood, SD 57732  
(605) 578-2082

April 22, 2024

Attn: Bonny Anfinson

Job: Sign frame fabrication for 667 Main St

Material	\$2006.25
Frame fabrication	\$2600.00
Crane	\$2000.00
Labor installation sign frame	<u>\$2700.00</u>
	\$9306.25

Terms : Bid does not include applicable taxes if any apply. If additional fees are encored for street block off or additional time is needed to access location due to parked vehicles additional costs will be added at final billing.

Mike Feuillerat



## Mt. Moriah Visitor Center signage

tim@timpetersonstudio.com <tim@timpetersonstudio.com>

Thu 3/28/2024 8:04 PM

To:Kevin Kuchenbecker <kevin@cityofdeadwood.com>

Hi, Kevin!

I visited the Cemetery this afternoon and had a chance to speak with Debbie about the signs and upgrades to the building. I would be enhancing the color scheme of the main signs and I would make this compatible with whatever colors you decide to use (if in fact you are going to repaint the building). Both signs appear to be in good structural condition.

I am also including a list of secondary options for you to consider following the primary project specs including a temporary visitor center sign for use while the main signs are in the shop for the repaint.

### Project specs:

Remove and recondition two 48" x 60" sandblasted High Density Urethane signs  
 Sand, caulk and paint plywood edge of backing panel  
 Spot fill hail damage  
 Spot prime  
 Replace "Deadwood" script on top oval with current typeface used by the City  
 Gild MOUNT MORIAH in 23k gold leaf  
 Pour epoxy dome over MOUNT MORIAH and clear coat  
 Repaint secondary copy  
 Center filigree in varigated gold leaf and clear coated  
 Top and bottom faux stone elements marbled (with paint)  
 Re-install

Price: \$7885.00

### Optional secondary signs:

- A) Two painted aluminum panels 11"x 36" GIFT SHOP  
 To be attached below primary signs  
 Price: \$535.00
- B) Address sign (1) panel of dimensional 1" thick High Density Urethane app. 8"x12"  
 Price: \$265.00
- C) Temporary MOUNT MORIAH VISITOR CENTER sign (one)  
 Aluminum panel 24" x 48"  
 Price: \$325.00

Production time: Signs will be down for reconditioning app. 5 weeks

No tax (gov't)

Quote good for 90 days

Thanks, Kevin, for the opportunity to enhance visitors first impression of Mt. Moriah!

Tim Peterson  
 Flat Earth Art Co.  
 Spearfish


**TALLGRASS LANDSCAPE ARCHITECTURE, LLC**

413 North 4<sup>th</sup> Street  
Custer, SD 57730  
605.673.3167  
605.517.1899

[info@tallgrasslandscapearchitecture.com](mailto:info@tallgrasslandscapearchitecture.com)  
[www.tallgrasslandscapearchitecture.com](http://www.tallgrasslandscapearchitecture.com)

# Proposal for Services

**Project: Deadwood Library Garden**

**City of Deadwood, South Dakota**

**Date: April 12, 2024**

Kevin Kuchenbecker  
**City of Deadwood**  
108 Sherman Street  
Deadwood, SD

Kevin,

Thank you for asking Tallgrass Landscape Architecture to submit this proposal for a garden plan for the Deadwood Library. We understand that you would like a plan for the Library “garden” area. The design should accommodate comfortable use by library patrons with places for sitting, some open space for library activities, places for plantings, and potentially updated fencing and shade structures. Existing connections to sidewalks will be maintained.

The following scope outlines our commitment to this project:

**Project Scope:**

The following items have been identified as elements of the desired scope of the project:

- Design of the Library Garden, including planting, paving, site furniture, fencing, and other public garden related items as determined through the design process.
- Bid documents for the installation of garden features.
- If structures are desired (shade structures, arbors or pergolas), minor design and review of necessary footings would be performed by Albertson Engineering at additional cost to be determined at that time.

**Owner’s Responsibility:**

In order to support the project in an efficient way, the owner shall:

- Provide existing site data to Tallgrass, such as any existing surveys or other mapping to assist with the accuracy of the Plan.
- Provide timely feedback on design concepts and the plan

**Project Schedule:**

We propose to provide these master plan services during the months of May - early June with bidding taking place in June-July and construction in the Fall of 2024. We propose three meetings as follows:

- A. Kickoff meeting with City and library staff, if desired
- B. Preliminary concept plan meeting & review
- C. Final Plan & Opinion of Probable Cost meeting

- D. Additional virtual meetings as needed to guide the design of the garden.

**Our detailed project approach follows:**

**1.1 Site Analysis**

In order to identify the physical attributes and limitations of the site relative to the Project Program, the Landscape Architect shall:

- A. Identify existing site conditions and features such as topography, drainage patterns, vegetation, including significant specimen plants, water elements, structures, views, and known off-site considerations relevant to the Project Program and as they pertain to the park.
- B. Confirm general location of available utilities as they pertain to the Project if relevant.
- C. Analyze existing site conditions to identify physical attributes and limitations of the Project site as they pertain to trail layout, grading, drainage, erosion, etc.
- D. Advise the City of any additional tests and surveys that may be required as they pertain to the Project.

**1.1 Schematic Design Phase**

Based on the Site Analysis Phase findings, the Landscape Architect shall explore design options and develop a schematic design through the following:

- A. Prepare studies and relational diagrams for the organization and placement of proposed program elements taking in consideration the existing site features and the requirements of other program elements
- B. Evaluate alternative design concepts and, in conjunction with the Owner, identify a preferred design concept
- C. Based on the preferred design concept, prepare a scaled schematic design plan illustrating the form and configuration of the proposed improvements on the site
- D. Preliminarily select key materials or material systems and prepare preliminary designs for key construction details
- E. Prepare an opinion of probable costs to construct the proposed improvements, including a recommended contingency
- F. Submit the plan, details, cost opinion, and other deliverables as appropriate comprising the Schematic Design submittal to the Prime Consultant for review and approval.

**1.2 Construction Document Phase**

Due to the size of the project and our regular working relationship with the City, it is not anticipated that a separate Design Development Phase will be necessary. We propose moving directly from Schematic Design to Construction Document Development.

Based on the Owner-approved Schematic Design phase submission, the Landscape Architect shall prepare Construction Documents suitable for bidding or contract negotiations and for construction of the Project. The Landscape Architect shall:

- A. Prepare construction plans including:
  - i. Demolition plan
  - ii. Staking (or layout) plan, to include any additional paving or other surfacing
  - iii. Drainage and erosion control plan, if necessary, excluding storm sewer design or modifications of existing storm sewer.
  - iv. Planting plan
  - v. Site Furnishings Plan (if necessary)
  - vi. Irrigation Plan (if necessary)

**Tallgrass Proposal for Services  
Deadwood Library Garden**

**April 12, 2024**

- B. Prepare construction details to describe the materials, spatial relationships, connections, and finishes suitable for constructing the proposed improvements.
- C. Prepare construction specifications for the proposed improvements.
- D. Update the opinion of probable cost to construct the proposed improvements.
- E. Address timely and applicable review comments received from agencies and revise the Construction Documents for compliance when required.
- F. Submit final opinion of probable construction costs.
- G. Submit the Construction Documents in digital format; physical copies shall be reimbursable costs.
- H. Assist the owner with bidding documents and the bidding process as needed.

**1.3 Construction Administration (Optional)**

Construction Administration ensures that the design intent is followed during construction and you are receiving the product you want. We enjoy working with contractors to achieve optimal final outcomes, however, for this small project you may opt to self-perform these activities so we've included them as optional.

- A. Conduct Pre-construction Meeting
- B. Review Contractor submittals and shop drawings
- C. Perform four (4) Site Observations during construction activities
- D. Prepare site observation reports
- E. Provide responses to RFI's as needed during construction for work included in design scope
- F. Provide items/descriptions for Proposal Requests/Change Orders
- G. Coordinate with Contractor during construction.
- H. Review Applications for Payment
- I. Perform Substantial Completion walk-through and develop punch list
- J. Perform Final Acceptance Walk-through

**Compensation:**

Based upon our understanding of the project our proposed total Lump Sum fee is noted below. Significant modifications to the scope or modifications to the schedule will require a review and modifications to the fee when warranted. Not to exceed services shall be billed at cost to owner.

Task	Fee
Meetings, Site Analysis, Schematic Design	\$6,725
Construction Documentation & Bidding	\$6,480
<b>Total Design Cost</b>	<b>\$13,205</b>
 <b>Construction Administration</b>	 <b>+ \$5,130 (optional)</b>

**Billing:**

Tallgrass Landscape Architecture, LLC bills at the end of each month. Minor printing, local travel, and other expenses typically associated with a project like this are included. Our proposed fees are based upon our hourly rates which are as follows:

Senior Landscape Architect	\$140.00
Landscape Architect	\$115.00
Landscape Architect in training	\$85.00

**Tallgrass Proposal for Services  
Deadwood Library Garden**

**April 12, 2024**

We enjoy working with the City of Deadwood and very much appreciate the opportunity to work with you on another project that makes Deadwood one of the most unique places in the region.

Thanks again!



Tanya Olson  
Landscape Architect

**Tallgrass Landscape Architecture, LLC**  
413 North 4th  
Custer, SD 57730  
[matt@tallgrasslandscapearchitecture.com](mailto:matt@tallgrasslandscapearchitecture.com)

**Authorization to Proceed with the Work Proscribed Herein**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

OFFICE OF  
PLANNING, ZONING AND  
HISTORIC PRESERVATION  
108 Sherman Street  
Telephone (605) 578-2082  
Fax (605) 722-0786



Kevin Kuchenbecker  
Planning, Zoning and  
Historic Preservation Officer  
Telephone (605) 578-2082  
kevin@cityofdeadwood.com

## MEMORANDUM

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**Date:** May 2, 2024  
**To:** Historic Preservation Commission  
**From:** Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer  
**Re:** Hire PSP Metal Solutions to build flower brackets

---

In continuation of the Main Street Initiative's Beautification efforts, the project is extending onto Historic Sherman Street and wishes to add hanging flower arrangements from 15 light poles from Gordon Park up to the First Interstate Bank building. The Planning, Zoning and Historic Preservation Officer is requesting permission to hire PSP Metal Solutions to fabricate 15 sets of flower brackets for Sherman Street at a total cost of \$5,200.05 to be paid from HP Capital Assets line item.

***Recommended Motion:***

***Move to approve the hiring of PSP Metal Solutions to fabricate 15 sets of flower brackets for Sherman Street in the amount not to exceed \$5,200.05 to be paid from HP Capital Assets line item.***

# Quotation



PSP Metal Solutions  
 80 Commerce Drive  
 Spearfish, SD. 57783

QUOTE NUMBER
<b>0060829</b>

**To:**

SODAK CASH SALES ONLY  
 FULL PAYMENT PRIOR TO SHIP  
 80 COMMERCE DRIVE  
 SPEARFISH, SD 57783

**Atten To:**

**Ship To:** Page 1

FULL PAYMENT PRIOR TO SHIP  
 SPEARFISH, SD 57783

CUSTOMER #	TERMS	YOUR PO #	QUOTE DATE	EXPIRE DATE	SALESPERSON
00-SDCASH	PAYMENT REQ PRIOR	CITY OF DEADWOOD	4/17/2024	5/17/2024	PMS

ITEM #	QTY	DESCRIPTION	UNIT PRICE	PRICE
CMS	15.0000	LIGHT POLE PLANT BRACKETS	346.6700	5,200.05
		PRICE INCLUDES MATERIAL, FABRICATION, PAINT AND DELIVERY		
		CITY TO PROVIDE PAINT CODE TO MATCH		
NOTE2	0.0000	All items are built per Pacific Stainless Products standard construction details and specifications. Any alterations or additions to the original quote will be subject to a re-quote. Please take a moment and review ALL ITEMS as quoted. If you should find any discrepancies, please contact PSP immediately.	0.0000	0.00
NOTE3	0.0000	Lead Time: To be determined upon receipt of purchase order and all information necessary for release to production has been supplied	0.0000	0.00
NOTE5	0.0000	NOTE: Stainless steel prices and availability are changing daily. PSP cannot guarantee price protection or availability.	0.0000	0.00

Net Order:	5,200.05
Less Discount:	0.00
Freight:	0.00
Sales Tax:	322.40
<b>Order Total:</b>	<b>5,522.45</b>



April 24, 2024

City of Deadwood  
Attn: Cory Percy  
67 Dunlop Ave  
Deadwood, SD 57732  
Dear Mr. Percy:

We would like to thank you for this opportunity to submit this proposal for your consideration of a **Leak Detection Project for the City of Deadwood, SD.**

We advocate furnishing a comprehensive leak survey of the area you designated. This will maximize our ability to find even smaller leaks.

The focus of this proactive maintenance program will be to survey in areas where leak detection will be the most effected. These areas include: 1) The oldest areas in the system. 2) Areas with a history of leaks repairs. 3) Areas where porous soil conditions inhibits leaks from surfacing.

We specialize in Leak Detection. We are not affiliated with any one manufacturer. Therefore, we can use whatever equipment and procedures meet your special needs. We constantly upgrade to the latest technology and methods to provide the most cost-effective service available. After reviewing information you provided, we are confident we can identify areas of water, lost through leakage, in the distribution system.

Our experienced Leak Consultants provide the highest degree of professionalism in the business. Our office staff has been with the company since its inception. We strive to help clients reduce their non-revenue water loss due to leakage in a cost-effective manner. When leaks are eliminated, the effects on loss management and conservation will ultimately outweigh the initial cost of our service. We are proud of our record with other communities, and suggest you contact at least a sampling of them to confirm our abilities.

We believe our unique qualifications and the services we can provide make us the best candidate for successfully fulfilling your leak detection needs. We look forward to the opportunity of assisting you with this important water conservation project. Our quotation and procedures and methods are attached for your review and are incorporated into the proposal.

We thank you for your interest and hope to see you in the near future.

Sincerely,  
*Cory Simonson*  
Company President



916 W. CENTER ST. · KALISPELL, MT 59901 · 877-585-5325  
WWW.LEAKDETECTIONSERVICE.COM



April 24, 2024  
City of Deadwood, SD

**PROJECT SPECIFICS**

The area we discussed for this leak survey and pinpointing project is approximately **8 to 10 miles of leak detection** of distribution pipe, 1" up to size 12". Pipe material consists of **AC/PVC/CI**. Valve boxes are mostly accessible for easy contact with our equipment. It is understood that pinpointing leaks on private service lines is not a part of this project. However, we will indicate which service lines are leaking whenever possible at no extra charge.

**PRICING**

The following prices are based on information provided to us as described above. Should actual conditions vary it may be necessary to adjust pricing accordingly.

<b>Description</b>	<b>Unit</b>	<b>QTY</b>	<b>Amount</b>	<b>Total</b>
Water Leak Detection Survey	Day	2	\$1,450	\$2,900
Mobilization Charges:				\$721
<b>Project Total</b>				<b><u>\$3,621</u></b>

**Any applicable state taxes will be added when service is performed.**

When calculating our fees for each project, we collect and analyze as much data and detail about the water system as possible. This allows us to propose a tailored program designed for each water system with the focus on detecting and pinpointing leaks using the most comprehensive and efficient survey possible for that specific system. On rare occasions, we start a project only to find out that the system data or system layout is significantly different than what was proposed. For example, there may be more PVC than proposed or the water loss is higher than indicated. PVC requires a much different methodology than other pipe materials and therefore, the time it takes to survey PVC is much longer. A higher water loss can mean more leaks and therefore more time to pinpoint than originally proposed. On some occasions we've been asked to survey small sections of the system, which are not located in a geographically efficient layout and therefore require considerably more time to complete.

While this can have a negative effect on any project, it has a much bigger impact on projects that are quoted by the distance (foot, mile, etc.). Since these projects are tied to a specific finish date, we may be required to modify or amend the project to a "daily" rate structure, allowing us to complete as much of the proposed work as possible, in the original amount of time allotted. In such a case, we will simply convert the rate proposed for the linear distance into a daily rate. Such changes will be in writing and amended to the contract.

Cory Simonson  
Company President

  
Company President

## TERMS

Daily rate is based on 8 hours per day, Monday through Friday. In the event an extension of days or footage is desired while we are on this project the additional charge will be at the same ratio as the above schedule. This project may be extended only if our schedule permits and upon approval of Deadwood, SD. In the event a reduction or extension of days or footage is desired, prior to our arrival please contact us for a review of the above pricing.

In order to expedite this project and to make sure you get the most effective water line survey for your investment, it will be necessary for you to supply a helper at all times who can assist our Leak Consultant with information regarding the water system. A helper will also ensure that no areas are missed during the survey and all possible methods are utilized to locate all lines accurately.

When quotes are based on a fixed price, in order to expedite the survey, it is necessary that preparation for service as outlined herein be adhered to. During the course of the project, if system specifics differ from the information provided prior to pricing, it may be necessary to change the scope of the work in order to meet any time requirements.

When the project is complete the Client will receive an electronic copy of the final report. If a hard copy is required there will be an additional charge of \$25.00 for the first copy and \$15.00 for any additional copies. The charge will be added to your invoice.

The Consultant will provide consulting services to the Client for a Leak Detection Project, which, together with the scope of services to be provided, is described in the Procedures and Methods, which is attached hereto and incorporated herein by reference.

It is important to note that not all leaks create noise levels that can be detected using even the most sophisticated leak detection instrumentation. The Consultant will perform

all work under this contract at the highest level of professional workmanship in its industry, however, USA cannot guarantee the detection of any leak. There is also no guarantee on pinpointing accuracy due to the many variables that effect pinpointing. As such, Client agrees to pay Consultant as outlined herein.

Should Consultant be required to operate appurtenances (system valves, services, hydrants, etc.) Client agrees to hold Consultant harmless for any damage that may occur when they are.

If USA and/or the Customer believes USA's employees potentially could be exposed to injury and/or illness, both Parties shall agree to a written protocol that advises USA's employees of the following (at a minimum):

- Specific chemical hazards the Employee may be exposed to, and
- Protective and safety measures the Employee can use, and
- Steps the Customer can take to reduce the hazards, including: ventilation, respirators, presence of another Employee, and emergency procedures.

**CONTRACT TIME** - Proposal price shall be held for 90 days from proposal date.

**Mobilization Charges** may be adjusted based upon changes in Airfare or rental car costs. Prices above do not include any applicable taxes. The cost of prevailing wage contract filings will be added to the final invoice.

**PAYMENT** – USA standard terms are net 30. A service charge will be assessed on past due or delinquent accounts at the rate of 1.5% per month.

If paying with a credit card, Visa or MasterCard, a convenience fee of 3% will be added at the time of payment.

End of Section



**QUOTE**  
April 25, 2023

**City of Deadwood – Van Buren and Madison**

**Project: 2" mill and overlay on Van Buren and Madison**

Item	Description	QTY	Unit	Unit Price	Amount
Milling	2" milling, Johner Paving hauling the milling to the Deadwood city shop near rodeo grounds, clean up and prep	2130	SY	\$6.00	\$12,780.00
Paving	2" mat on milled areas - Johner Paving will do this with Deadwood assisting in areas where a front loader feeding the paver is required	240	Ton	\$115.00	\$27,600.00
Tack		0.91	Ton	\$1,200.00	\$1,092.00
Mobilization	2 Milling Mobilizations / 2 paving mobilizations	1	LS	\$5,500.00	\$5,500.00
Total					\$46,972.00

**This project would be a joint project with the city of Deadwood and James Lee. Johner Paving will provide a milling subcontractor, haul the millings to the Deadwood shop near Days of 76 museum, and clean up and prep for Tack oil placement. Johner Paving will provide the tack oil placement. Johner paving will pave a 2" asphalt mat on the streets of the project.**

**In areas where it is feasible, Johner paving will use trucks to feed the paver. In areas where it is not feasible due to difficulties such as elevation, street width, etc, The city of Deadwood will provide a front end loader and operator to feed the paver. Johner Paving will drop the mix in designated areas to accomplish this.**

If you have any questions, please contact Josh Kirchner at (605) 645-4893.

Prices herein are exclusive of all excise, sales, use, and similar taxes.  
This quotation expires thirty (30) days from the date listed above.

Acceptance of this quote shall constitute a binding contract.  
This proposal is accepted by:

Company: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by:  
Johner Paving, Inc.  
\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Date: \_\_\_\_\_

415 Industrial Drive Spearfish, SD 57783 Phone: (605) 642-9043 FAX: (605) 642-2931  
office@johnerandsons.com



# Estimate



Date: 5/2/2024

FOR: Hearth Building Grounds

BILL TO:  
City Of Deadwood  
ATTN Jim Lee

Sealcoat \* Crack Fill \* Striping \* Patch Work \* Blasting

mike@mcdasphalt.com / chris@mcdasphalt.com  
4225 Old Belle Road Spearfish SD 57783

	Description	Rate	QTY	AMOUNT
Sealer	This estimate is for sealcoating 96,010 SQFT ( <u>See attached maps with GPS measurements</u> ). <u>There was a deduction of 12,152 Sqft for the building in the middle of the lot.</u> Lot will be broomed with a In-Sweep skid steer broom, debris will be hauled off. Lot will then be blown off with high speed air. Sealer is an asphalt emulsion sealer containing sand, slate, and fiber.	\$ 0.25	96,010 SQFT	\$ 24,002.50
Crack Fill 1	4024 Lin Ft of <u>field cracks</u> . Cracks will be cleaned with 9" wire power wheel, then blown out with air. <u>Rubber is 3405 Modified (DOT SPEC).</u>	\$ 1.35	4,024 Lin FT	\$ 5,432.40
Crack Fill 2	2,768 Lin Ft of <u>Perimeter cracks, drain pans &amp; cold joint cracks</u> against new asphalt. Cracks will be cleaned with 9" wire power wheel, then blown out with air. <u>Rubber is 3405 Modified (DOT SPEC).</u>	\$ 1.35	2,768 Lin FT	\$ 3,736.80
	All cracks not seen due to construction eqp, materials and debris would be billed at the \$1.35 /LINFT as an additional charge if the City od Deadwood agrees they want them filled. MCD agrees to come back one (1) time with no mobile fee, to seal cracks and sealcoat where RCS has wall blocks staged behind the engine building. <u>If excise tax is exempt please provide the form 2040 with payment or excise will be considered DUE AT TIME OF PAYMENT</u>			

**PAYMENT TERMS AND CONDITIONS**

All invoices are due in FULL no more than 5 days past the date received. Any invoices not paid in full within the 5 days, will be assed a DAILY late payment penalty fee of 2% of the Total Due

MATERIAL & LABOR	\$ 33,171.70
SD EXCISE TAX	2.041%
EXCISE TAX TOTAL	\$ 677.03
GROSS MATERIAL AND LABOR PLUS EXCISE TAX TOTAL	\$ 33,848.73
TOTAL DUE	\$ 33,848.73

**JOB WILL BE BILLED BASED ON FINAL MEASURMENTS**

**THANK YOU FOR YOU BUSINESS**

OFFICE OF  
PLANNING, ZONING AND  
HISTORIC PRESERVATION  
108 Sherman Street  
Telephone (605) 578-2082  
Fax (605) 722-0786



**Kevin Kuchenbecker**  
Planning, Zoning and  
Historic Preservation Officer  
Telephone (605) 578-2082  
kevin@cityofdeadwood.com

## **MEMORANDUM**

---

**Date:** May 2, 2024  
**To:** City Commission  
**From:** Kevin Kuchenbecker, Planning, Zoning and Historic Preservation Officer  
**Re:** Purchase Benches & Trash cans for Sherman Street Parking Lot

---

As FEMA Whitewood Creek Restoration work in the Sherman Street Parking nears completion, the final design plans include the addition of benches and trash receptacles in several locations, including the Trolley Stop area.

The Planning, Zoning and Historic Preservation Officer is requesting permission to purchase six metal/wood benches and three trash cans from Victor Stanley, at a total cost of \$18,101.00, to be paid from HP Capital Assets line item.

***Recommended Motion:***

***Move to approve the purchase of benches and trash cans from Victor Stanley, at a total cost of \$18,101.00, to be paid from HP Capital Assets line item.***



2103 Brickhouse Road, Dunkirk, MD 20754 USA  
 1.800.368.2573 (USA + Canada) TEL 301.855.8300 FAX 410.257.7579  
 VICTORSTANLEY.COM

**SALES QUOTE**

**Sales Quote No:** SQ131929  
**Revision Number:** 0  
**Sales Quote Date:** 05/02/24

**Sell To:**

City of Deadwood  
 Amy Greba  
 108 Sherman Street  
 Deadwood, SD 57732

**Customer No:** C013197  
**Phone No:** 605-578-2082  
**Contact Name:**  
**Contact Phone No:**  
**Terms:** Net 30  
**Associate:** Rebecca Day

**Project Name:** CITY OF DEADWOOD  
**Project Location State:** SD

**Ship To:**

108 Sherman Street  
 Deadwood, SD 57732

**Ship Via:** Contract Carrier  
**Ship Freight:** Prepaid  
**Shipping Method:** FOB Factory

**This Quote is valid for** 30 **days.**

**Estimated Lead Time:** Allow 7 to 9 (weeks) for Production of your order.

*All credit determinations are made by our Credit Department.*

**Comments:**

- \* Orders are released into production upon receipt of signed sales/purchase order, credit determination and (where applicable) deposit, payment bond, etc.
- \* All products must be permanently affixed to the ground. Consult your local codes for regulations. Anchor bolts NOT provided.
- \* Common Carrier unloading is the responsibility of the receiver.
- \* While the vast majority of our components satisfy Buy America requirements, we must know if there are Buy America requirements before the order is placed.
- \* It is the buyer's sole responsibility to inspect shipments at the time of delivery; any damage, loss, or shortage must be noted on the signed Proof of Delivery and reported to Victor Stanley within seven (7) days.
- \* This quote is valid for shipment within normal production time. No deferred shipping dates are accepted without prior written approval.
- \* Benches, other seating and tables ship partially unassembled unless otherwise stated by Victor Stanley, LLC
- \* Victor Stanley uses common carriers. Any additional service or re-consignment charges added during shipment will be the sole responsibility of the Buyer.
- \* These comments are intended to be part of the terms and conditions of this sales quote.

QTY	Model No.	Description	Unit Cost	Total Price
5	C-10	Classic Series Contoured Bench C-10 Components 6-Foot Black 2x3 Maple 2nd Site Systems Slats w/Uncoated Stainless Steel Bars	2,302.00	11,510.00
3	RS-12	Concourse Series 36-Gallon Litter Receptacle RS-12 Components Black Plastic Liner	1,361.00	4,083.00

Many Victor Stanley, Inc. products are covered by patents including but not limited to the following:  
 USA Patents D458,431 S; D441,932 S; D452,760 S; D450,166 S; D445,982 S; D483,538 S; D487,177 S; D487,537 S; D487,538 S; D454,238 S; D476,456 S; D476,454 S; D417,053; 6,339,944 B1; D385,231; 5,660,907; 5,791,047; D386,012; D376,937; D383,615; D376,271; D384,512; D523,263 S; D632,620 S; D526,805 S; D585,793 S; D582,169 S; D578,792 S; D579,694 S; D585,220 S; D573,766 S; D573,769 S; D553,821 S; D535,209 S; D586,144 S; D579,684 S; D578,783 S; D581,173 S; D581,188 S; D563,889 S; D578,227 S; D579,685 S; D542,693 S; D561,967 S; D595,915 S; D595,916 S; D569,570 S; D601,770 S; D602,221 S; D606,271 S; D595,973 S; D601,823 S; D607,229 S; D609,933 S; D586,062 S; D621,295 S.  
 Canada @ 98101; 96040; 96159; 98103; 96108; 110953; 110954; 117181; 126714; 126322;  
 126323; 130714; 130717; 126317; 126318; 126319; 126320; 126321; 130652; 130653;  
 130715; 130716; Canada Patent 2,184,349; Mexico Reg. Des. 001871; 28182;  
 EC Reg. Des. 00475579-0001; 000503297-0001; 000762638-0001; 000861404.  
 Other Patent(s): Pending.



2103 Brickhouse Road, Dunkirk, MD 20754 USA  
 1.800.368.2573 (USA + Canada) TEL 301.855.8300 FAX 410.257.7579  
 VICTORSTANLEY.COM

**SALES QUOTE**

**Sales Quote No:** SQ131929  
**Revision Number:** 0  
**Sales Quote Date:** 05/02/24

**Sell To:**

City of Deadwood  
 Amy Greba  
 108 Sherman Street  
 Deadwood, SD 57732

**Customer No:** C013197  
**Phone No:** 605-578-2082  
**Contact Name:**  
**Contact Phone No:**  
**Terms:** Net 30  
**Associate:** Rebecca Day

**Project Name:** CITY OF DEADWOOD  
**Project Location State:** SD

**Ship To:**

108 Sherman Street  
 Deadwood, SD 57732

**Ship Via:** Contract Carrier  
**Ship Freight:** Prepaid  
**Shipping Method:** FOB Factory

**This Quote is valid for** 30 **days.**

**Estimated Lead Time:** Allow 7 to 9 (weeks)  
 for Production of your order.

*All credit determinations are made by our Credit Department.*

QTY	Model No.	Description	Unit Cost	Total Price
1		Black Standard Tapered Formed Lid Lid - Black Freight	2,508.00	2,508.00

Many Victor Stanley, Inc. products are covered by patents including but not limited to the following:  
**USA Patents** D458,431 S; D441,932 S; D452,760 S; D450,166 S; D445,982 S; D483,538 S; D487,177 S; D487,537 S; D487,538 S; D454,238 S; D476,455 S; D476,454 S; D417,053; 6,339,944 B1; D365,231; 5,660,907; 5,781,047; D386,012; D376,937; D363,615; D376,271; D384,512; D529,263 S; D532,620 S; D528,805 S; D585,793 S; D582,169 S; D576,792 S; D579,694 S; D585,220 S; D573,766 S; D573,769 S; D553,821 S; D535,269 S; D586,144 S; D579,684 S; D578,783 S; D581,173 S; D581,188 S; D563,689 S; D579,227 S; D579,685 S; D542,693 S; D561,967 S; D595,915 S; D595,916 S; D569,570 S; D601,770 S; D602,221 S; D606,271 S; D595,973 S; D601,823 S; D607,229 S; D609,933 S; D586,062 S; D621,295 S.  
**Canada** D98101; 96340; 96159; 98103; 96108; 110953; 110664; 117181; 126714; 126322; 126323; 130714; 130717; 126317; 126318; 126319; 126320; 126321; 130652; 130653; 130715; 130716. **Canada Patent** 2,184,348. **Mexico Reg. Des.** 001874; 28182.  
**EC Reg. Des.** 000475579-0001; 000503297-0001; 000762638-0001; 000961404.  
 Other Patent(s) Pending.

**Sub-Total:** 18,101.00  
**Tax:** 0.00  
**Total:** 18,101.00

*All figures are in US Dollars*



## STANDARD TERMS OF PRODUCTION

### TAXES

Prices on the specified products are exclusive of all city, state and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. It is the responsibility of the purchaser to remit to the appropriate state or local authority all state sales tax not herein designated as well as the applicable use taxes, local taxes, permits and fees of any kind.

### REGULAR PAYMENT TERMS

All payment terms are determined by the credit department. No order will be processed or placed into production until credit has been determined and a deposit has been received (if required). Purchaser is responsible for the timely payment of Victor Stanley, LLC's invoices within Victor Stanley, LLC's payment terms. In the unlikely event that collection activity is necessary due to the non-payment of past due invoices, Purchaser agrees that all collection charges, legal fees and interest incurred in such collection activity will be the sole responsibility of the Purchaser.

### CANCELLATION FEE

Victor Stanley, LLC manufactures all products to specific orders, and therefore reserves the right to charge a 30% cancellation fee if this order is canceled by the Buyer while goods are in production.

### DELIVERY

All prices are FOB Factory unless otherwise stated by Victor Stanley, LLC in writing.

### INTEREST

If Buyer fails to pay in accordance with the terms of this agreement, an interest charge of 1.5% per month may be added to the unpaid balance.

### ATTORNEYS' FEES

In the event that the Buyer fails to timely pay for the goods in accordance with the terms of this agreement or is otherwise in breach of its obligations to Victor Stanley, LLC, Buyer agrees to pay to Victor Stanley, LLC the cost of collection, including its reasonable attorney's fees and suit costs.

### DELAYS

Our lead time is an estimate only and Victor Stanley, LLC is not responsible for any delays in our previously quoted or estimated shipping time. Victor Stanley, LLC will not be liable for any damages, whether direct, indirect or consequential, associated with any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay. This also applies to any such delay, directly or indirectly, caused by, or in any manner arises from, production delays, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these herein before specified).

### NONCONFORMITY

All products made by Victor Stanley, LLC are inspected before shipment, and should any of such materials prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Victor Stanley, LLC, Buyer shall not return the goods, but notify Victor Stanley, LLC immediately, stating full particulars in support of claim, and Victor Stanley, LLC will either replace goods upon return of the defective or unsatisfactory material or adjust the matter fairly and promptly, but under no circumstances shall Victor Stanley, LLC be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use materials purchased for any reason.

### LIMITED WARRANTY

We warrant to the original purchaser the goods manufactured by us to be free from defects in material and workmanship for one year under normal use and service. Our obligation under this warranty shall be limited to the repair or exchange of any part or parts which may thus prove defective under normal use and service within one year from date of delivery, and which our examination shall disclose to our satisfaction to be defective. This warranty expressly excludes acts of misuse, vandalism or freight damage. Ductile Iron castings include a 10-year limited warranty against breakage. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON OUR PART.**

### CONDITIONS

All orders or contracts are accepted with the understanding that they are subject to Victor Stanley, LLC's ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to Victor Stanley, LLC's current manufacturing schedules, and government regulations, orders, directives, and restrictions that may be in effect from time to time.

### CONTROLLING PROVISIONS

These terms and conditions shall supersede all provisions, terms and conditions contained on any confirmation order, or other prior or future writing by or to Buyer, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions in this Sales Order. Victor Stanley, LLC makes no representations or warranties concerning this order except such as are expressly contained herein, and this Sales Order or its terms may not be changed or modified without the signed written agreement of an authorized representative of Victor Stanley, LLC.

### CONTROLLING LAW AND VENUE

This Agreement shall be governed by and construed according to the laws of Maryland, without giving effect to its choice of law principles. The parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Sales Order or any ancillary agreement or any other related obligation, including any action on any bond, shall be litigated solely and exclusively in the state or federal courts located in Maryland, and that such courts are convenient forums. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.

### SHIPPING CLAIMS

It is the sole responsibility of the Buyer to inspect all shipments at the time of receipt, both by comparing the number of packages received to the number outlined on the Bill of Lading, and by inspecting the packaging for damage. Damage, loss, or shortage must be noted on the signed Proof of Delivery prior to the departure of the delivery driver, and must be reported to Victor Stanley, LLC within seven (7) days. Replacement cannot be guaranteed for damage, loss, or shortage not clearly noted on delivery paperwork and promptly reported to Victor Stanley, LLC. This includes damage to materials that will be stored for later use.

# ESTIMATE

FROM

Black Hills  
**Asphalt**

P.O. Box 43  
Spearfish, SD 57783  
(605) 639-1242

DATE 4/18/24

JOB NAME \_\_\_\_\_

JOB # \_\_\_\_\_

LOCATION \_\_\_\_\_  
Jim

TO City of Deadwood

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	<u>First Ward Cracks</u>		
<u>2268</u>	<u>LF Cracks Clean &amp; Fill</u>		<u>3402<sup>00</sup></u>
	<u>SD Excise TX</u>		<u>43</u>
	<u>Total</u>		<u>3471<sup>43</sup></u>

FINAL PRICE WILL BE BASED ON EXACT MEASUREMENTS

# ESTIMATE

FROM

Black Hills  
**Asphalt**

P.O. Box 43  
Spearfish, SD 57783  
(605) 639-1242

DATE 4/18/24

JOB NAME \_\_\_\_\_

JOB # \_\_\_\_\_

LOCATION \_\_\_\_\_

Jim

TO CITY OF DEADWOOD

QUANTITY	DESCRIPTION	PRICE	AMOUNT
5498	Roosevelt RD TO STEPSHAW LF CRACKS CLEAN + FILL		<sup>00</sup> 8247
5719	STAGE RUN LF CRACKS CLEAN + FILL		<sup>50</sup> 8578
			<sup>50</sup> 14,825
	SD EXCISE TAX		<sup>40</sup> 343
	<b>Total</b>		<sup>90</sup> <b>17,168</b>

FINAL PRICE WILL BE BASED ON EXACT MEASUREMENTS



# TRI CITY RUBBLE SITE 2024 SCHEDULE

## FREE DUMP WEEKENDS

March 21-23, 2024

September 19-21, 2024

November 14-16, 2024

## SPRING CLEAN-UP WEEK

May 6-11, 2024

*\* Free dump weekends and Spring clean-up week are for residential use only. Maximum allowed are pickups. Contractor and commercial plates will be charged standard rates.*

## RUBBLE SITE RULES

- Prior to entering the rubble site, all loads must be checked by site attendant and the proper fee paid.
- Items must be separated by plain wood, buryables, rubble, metal.
- Buryables are furniture, shingles, mattresses, carpets, treated and/or painted lumber/wood.
- Tires, plastics and older cathode ray tube (CRTs) televisions will be charged a fee.
- Tires **must** be removed from rims.
- Metal and electronics (other than CRTs) are free year-round.
- **Only** pickup loads of trees/branches/bushes are free year round, no contractor loads are free at any time.
- **NO SALVAGE WILL BE ALLOWED.**
- All vehicles will be required to stop at the attendant's building prior to leaving the site.



**ADAMS SALVAGE**  
 RECYCLING & RECOVERY  
 21314 YELLOW CREEK RD.  
 LEAD, SD 57754  
 605-641-9036



# CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: 4-18-24

Organization: Lead Deadwood Area Lions Club

SDCL #22-25-25 authorizes the following organizations or committees to conduct lotteries/raffles. Please indicate your category:

- Chartered veterans' organization
- Charitable organization
- Fraternal organization
- Political party
- Political action committee or any committee on behalf of any candidate for political office
- Religious organization
- Educational organization
- Local civic or service club
- Volunteer fire department

Contact Information:

Name: Sharon Martiniska  
 Address: 53 Taylor St Deadwood  
 Phone #: 605-578-6233  
 Email: ramnorahs@yahoo.com

501 (c) 3- Non Profit: Yes  No

Dates of Ticket Sales: 5/7/2024

Date of Raffle Drawing: 9/28/2024

Value of Raffle Prize: 1st \$600 2nd \$200 3rd \$100

Proceeds will benefit: Club service projects - local  
Office use only:

Presented at City Commission Meeting dated \_\_\_\_\_

Finance Office: \_\_\_\_\_

# CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: April 28, 2024

Organization: Northern Hills Republican Women

SDCL #22-25-25 authorizes the following organizations or committees to conduct lotteries/raffles. Please indicate your category:

- Chartered veterans' organization
- Charitable organization
- Fraternal organization
- Political party
- Political action committee or any committee on behalf of any candidate for political office
- Religious organization
- Educational organization
- Local civic or service club
- Volunteer fire department

Contact Information:

Name: Virginia R. Grenz

Address: 511 Mill Street, Lead, SD 57754

Phone #: H: 605-559-0532 or C: 269-818-7857

Email: star\_bright@hotmail.com

501 (c) 3- Non Profit: Yes  No

Dates of Ticket Sales: May 30, 2024

Date of Raffle Drawing: October 12, 2024

Value of Raffle Prize: \$1,500.00

Proceeds will benefit: NHRW, Lawrence Cty GOP Candidate

Office use only:

Presented at City Commission Meeting dated \_\_\_\_\_

Finance Office: \_\_\_\_\_